

06-2002-CD  
Julie Kelleher vs Charles Verruggio

Julie Kelleher vs Charles Verruggio  
2006-2002-CD

Date: 4/21/2008  
Time: 08:28 AM  
Page 1 of 1

## Clearfield County Court of Common Pleas

User: LMILLER

ROA Report  
Case: 2006-02002-CD  
Current Judge: No Judge

Julie Ann Kellehers, Charles M. Verruggio

### Civil Other-COUNT

Date	Judge
11/30/2006	New Case Filed. No Judge
	Filing: Complaint for A Deficiency Judgment Paid by: Lavelle, Patrick (attorney for Kelleher, Julie Ann) Receipt number: 1916635 Dated: 11/30/2006 Amount: \$85.00 (Check) 1CC shff and 1CC atty. No Judge
1/2/2007	✓ Answer-Objection To Complaint For Deficiency Judgment, filed by Charles M. Verruggio, Defendant. 2cc Def. No Judge
1/3/2007	✓ Preliminary Notice to File Motion for Sanctions, filed by s/ Charles M Verruggio-deft. 2CC deft. No Judge
3/8/2007	✓ Sheriff Return, December 29, 2006 at 3:00 pm Served the within Complaint for Deficiency Judgment on Charles M. Verruggio. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Lavelle \$79.12 No Judge
4/12/2007	✓ Response to Defendant's Motion for Sanctions, filed by Atty. Lavelle 1 Cert. to Atty. No Judge
	✓ Defendant's Motion for Sanctions Against Plaintiff & Case Dismissal, filed by Defendant no cert. copies. No Judge
5/23/2007	✓ Interrogatories Propounded to Plaintiff; Requests for Documents; Request Admissions; filed on behalf of Defendant. By s/ Charles M. Verruggio, Defendant. No CC No Judge
8/21/2007	✓ Order, this 20th day of August, 2007, it is Ordered that Plaintiff provide to Defendant answers to Production of Documents Nos. 1, 3, 4, 6, 7, 8, 9, and 10 within 10 days from this date. Both parties shall file briefs with this Court within 30 days from this date. by The Court, /s/ Paul E. Cherry, Judge. 2CC Atty. Lavell; 2CC Def. - 868 Treasure Lake, DuBois, PA 15801 Paul E. Cherry
8/28/2007	✓ Certificate of Service, filed. That on the 28th day of August 2007, Served a copy of the foregoing Response to the Defendant's Request for Production of Documents on Charles M. Verruggio Esq., filed by s/ Patrick Lavelle Esq. NO CC. No Judge

4-18-08 Opinion

Date: 4/18/2008  
Time: 03:33 PM  
Page 1 of 4

**Clearfield County Court of Common Pleas**

User: LMILLER

Civil Disposition Report

CT COMMON PLEAS,

All Case Types

From 4/14/2008 to 4/18/2008

All Judgment Types

Case	Parties	Filing date	Judgment	Disposition	Disposition Date
2003-00582-CD	Discover Card Plaintiff Haag, Julie Defendant	04/17/2008	DJ Transcript Judgme In favor of: Plaintiff Judgment amount or comment: \$7,786.17 with 6% Pennsylvania statutory interest running from April 21, 2003	Writ of Revival	4/17/2008
2003-00872-CD	Reed, Shelly Plaintiff Spencer Veneer Defendant Wallaceton Hardwoods Plaintiff	04/14/2008	Verdict/Court Order In favor of: Plaintiff Judgment amount or comment:	Satisfied	4/14/2008
2003-01050-CD	Coccimiglio, Thomas Lee Defendant Commonwealth of Pennsylv Plaintiff	04/14/2008	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment: \$656.26	Writ of Revival	4/14/2008
2004-00075-CD	Direct Merchants Credit Car Plaintiff Smock, Franie L. Defendant	04/18/2008	DJ Transcript Judgme In favor of: Plaintiff Judgment amount or comment:	Satisfied	4/18/2008
2005-01730-CD	Commonwealth of Pennsylv Plaintiff Owens, Linda A. Defendant Owens, Michael W. Defendant	04/16/2008	Commonwealth Lien In favor of: Plaintiff Judgment amount or comment:	Satisfied	4/16/2008
2006-01359-CD	Capital One Bank Plaintiff Miller, Kimberly M. Defendant	04/16/2008	Default Judgment In favor of: Plaintiff Judgment amount or comment: \$3,714.76	Open	4/16/2008
2006-01436-CD	Blake, Robert L. Defendant Capital One Bank Plaintiff	04/14/2008	Default Judgment In favor of: Plaintiff Judgment amount or comment: 4249.22	Open	4/14/2008
2006-01804-CD	Enterprise Rent A Car Co. of Plaintiff Monahan, Jamie Lynn Defendant	04/14/2008	Default Judgment In favor of: Plaintiff Judgment amount or comment: \$5,533.18	Open	4/14/2008
2007-00219-CD	Beneficial Consumer Discou Plaintiff Clearfield Bank & Trust Com Subject Doran, Robert L. Defendant	04/17/2008	Default Judgment In favor of: Plaintiff Judgment amount or comment: \$9,207.70	Writ of Execution	4/17/2008

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER  
Plaintiff

**Type of Case:** CIVIL

v.

**No.** 06-2002-CD

CHARLES M. VERRUGGIO  
Defendant

**Type of Pleading:** COMPLAINT  
FOR DEFICIENCY JUDGMENT

**Filed on Behalf of:** PLAINTIFF

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

FILED *Atty pd.  
12/4/06  
NOV 30 2006* *ICC Shff*  
William A. Shaw *Atty*  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No.

CHARLES M. VERRUGGIO

Defendant

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator  
Clearfield County Courthouse  
230 Market St.  
Clearfield, PA. 16830  
Ph# 814-765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No.

CHARLES M. VERRUGGIO

Defendant

**COMPLAINT FOR A DEFICIENCY JUDGMENT**

AND NOW comes the plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and pursuant to statute at 69 P.S. § 627, files the within stated Complaint for a Deficiency Judgment, the facts in support of which are as follows:

1. The plaintiff, JULIE ANN KELLEHER, is an adult individual, *sui juris*, who resides at 1131 Gulfstream Way, Singer Island, Palm Beach County, Florida.
2. The defendant, CHARLES M. VERRUGGIO, is an adult individual, *sui juris*, who resides at 868 Treasure Lake, DuBois, Clearfield County, PA. 15801.
3. The matter giving rise to this complaint is the repossession and subsequent sale of a 2003 Ford Truck, bearing Vehicle Identification Number (VIN) 1FTSW31S33EB59420.

4. The motor vehicle was purchased for the defendant, by the plaintiff on August 12, 2005, at Murrays Ford-Lincoln-Mercury located at 3007 Blinker Parkway, DuBois, PA 15801.

5. The amount provided by the plaintiff to the defendant for the purchase of the Ford Truck was \$28,303.60.

6. On 18 October 2005, a Certificate of Title, Title Number (TLN) 58400842002 was issued by the Commonwealth of Pennsylvania listing the defendant as the owner, and noting the Plaintiff as the first Lien Holder.

7. The defendant had previously indicated his intention to grant said lien to the plaintiff to secure an amount of \$28,000.00, in a signed and notarized writing dated September 29, 2005 and provided to the plaintiff.

8. The defendant failed to make any payments to the plaintiff with regards to his promise to repay her for the money she expended to purchase the vehicle for him.

9. On or about December 10, 2005, the plaintiff repossessed the motor vehicle from the temporary residence of the defendant in the State of Florida.

10. On or about December 12, 2006, the plaintiff provided the defendant the statutorily required notice of the repossession the vehicle, and of his right to redeem his interest in said vehicle within the required fifteen (15) day period.

11. Said notice was delivered to the defendant at his temporary Florida address, and he signed for the receipt of same on December 14, 2005.

12. Thereafter the defendant failed to redeem his interest in the vehicle within the required time period, and failed to contact the plaintiff in any manner with regards to the notice he received.

13. Defendant thereafter, having previously received notice of the repossession of the vehicle, falsely reported to the Palm Beach County Sheriff's office that the vehicle had been stolen.

14. Based upon their investigation of the defendant's allegation of theft, the Palm Beach County Sheriff's office concluded that the vehicle had not been stolen, and certified to the Florida Bureau of Motor Vehicles that the vehicle had been lawfully repossessed by the lien holder.

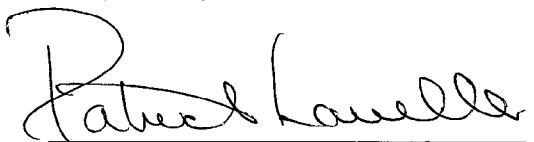
15. On February 10, 2006, following the receipt of the Sheriff's office certification, the Florida Bureau of Motor Vehicles issued a Florida title for the subject vehicle, Title Number (TLN) 9514217B, listing the plaintiff as the owner.

16. Having had no response from the defendant, the plaintiff sold the motor vehicle on February 23, 2006, to Classic Auto Brokers, Inc. located at 4168 Westroads Drive, Suite A, West Palm Beach, FL 33407 on February 23, 2006, for \$18,000.00.

17. Said sale was accomplished in a commercially reasonable manner.  
WHEREFORE, Plaintiff seeks Judgment in her favor in an amount equal to the difference between the debt owed and the amount recovered at the sale, plus costs and expenses of sale.

**JURY TRIAL DEMANDED**

Respectfully Submitted,

  
Patrick Lavelle  
Patrick Lavelle, Esq.

**VERIFICATION**

I, Patrick Lavelle, Esq., Counsel for the Plaintiff in this action, on the authority granted to me by the Plaintiff, and on behalf of said Plaintiff, do hereby verify that all of the foregoing facts set forth in the Complaint are true and correct to the best of Plaintiff's knowledge, information and belief. Further, Plaintiff makes this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904 (*Unsworn Falsification to Authorities*).



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Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

DEFENDANT

ORDER

AND NOW this \_\_\_\_\_ day of January, 2007, upon the above referenced case and the filing of the Defendant's: Answer-Objections to Complaint For Deficiency Judgement, and all it's attachments and exhibits, it is, ORDERED AND DECREED that the Defendant's Answer be Granted and that the Plaintiff's Complaint for Deficiency Judgement be Dismissed and that both be entered into the record of this case, and the case is to proceed in accordance with the Pennsylvania Rules of Civil Procedure.

BY THE COURT,

\_\_\_\_\_  
J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER  
Plaintiff

vs

CHARLES M. VERRUGGIO  
Defendant

TYPE OF CASE: CIVIL

CASE NO: 06-2002-CD

TYPE OF PLEADING: ANSWER-  
OBJECTION TO COMPLAINT FOR  
DEFICIENCY JUDGEMENT

FILED ON BEHALF OF:  
DEFENDANT

FILED BY: DEFENDANT:

CHARLES M. VERRUGGIO  
868 TREASURE LAKE  
DuBOIS, PA 15801  
(610) 733-4538

FILED *10:34 AM* *Def.*  
*JAN 02 2007* *GW*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

vs

CHARLES M. VERRUGGIO

DEFENDANT

CASE NO: 06-2002-CD

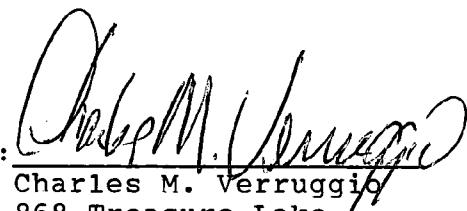
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NOTICE TO PLEAD

TO THE ABOVE NAMED PLAINTIFF:

You are hereby notified to plead to the enclosed instrument:  
Answer-Objections To Complaint For Deficiency Judgement, within  
twenty (20) days from service hereof or a Judgement may be entered  
against you.

BY:

  
Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA 15801  
(610) 733-4538

Dated: January 2, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

DEFENDANT

**ANSWER-OBJECTION TO COMPLAINT FOR DEFICIENCY JUDGEMENT**

NOW COMES the Defendant, CHARLES M. VERRUGGIO, pro se, and files, including the facts and reasons, the within stated Answer-Objection To Complaint For Deficiency Judgement, and in support of which says the following:

1. The defendant admits the allegations contained within paragraph 1 for jurisdictional purposes only.
2. The defendant admits to the allegations contained within paragraph Two (2), for jurisdictional purposes only.
3. The defendant denies the allegations contained within paragraph 3 and objects as follows:
  - (a) The matter giving rise to this Complaint is not the alleged repossession, but rather this Complaint has been filed to further convolute and contest the prior action filed by this plaintiff: Partition of Real Property, case no. 06-238-CD, filed on February 14, 2006 in the Clearfield County Court of Common Pleas, to which the plaintiff in this case, through her attorney, has refused to address and to which he further states is a matter for the State Courts of Florida because the alleged repossession took place in Florida at the defendant's sister's residence. In support of this fact is letter

dated May 2, 2006, from plaintiff's attorney, Patrick Lavelle, more accurately described in Exhibit F, attached hereto and incorporated as though the same were set forth fully herein.

(b) This plaintiff and this defendant are also parties to an ongoing case in the state of Florida; Case no; CA001654AF-2006, Complaint-Replevin, in which case this defendant is the plaintiff and this plaintiff is the defendant. The Complaint-Replevin is an action to recover property removed from the plaintiff, Charles M. Verruggio's sisters residence, 4134 Mission Bell Drive, Boynton Beach, FL 33436, namely the same vehicle this plaintiff, Julie Ann Kelleher, alleges, (without proper documentation, authorization consent or knowledge), was repossessed; 2003 Ford F350, VIN NO: 1FTSW31S33EB59420, which vehicle's registration and insurance card is more accurately described in Exhibit 2A, attached hereto and incorporated as though the same were set forth fully herein.

(c) The Complaint-Replevin and the defendant's Sworn Motion To Dismiss the Complaint, ANSWER-AFFIDAVIT, where she states under a Sworn signed and notarized affidavit that she was not in possession of subject vehicle and has no knowledge of its whereabouts or location.

The sworn signed and notarized Answer-Affidavit was signed and filed in the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida on June 13, 2006. The Complaint-Replevin and the sworn Answer-Affidavit are more accurately described in Exhibits A and D respectively, attached hereto and incorporated as though the same were set forth fully herein.

(d) This is a Sham Pleading on the part of the Plaintiff to further contest, convolute and delay the ongoing case, 06-238-CD

which is scheduled for Civil Call on January 2, 2007 followed by Pre-trial Conference on January 24, 2007 in the Clearfield County Courthouse and finally Jury Selection will be held on February 1, 2007. Case No; 06-238-CD is listed on the Civil Call at Number 12.

WHEREFORE the Defendant, Charles M. Verruggio, respectfully requests this Honorable Court to Dismiss the Plaintiff's Complaint and to direct the plaintiff, if appropriate, and if plaintiff wishes, to file a new Complaint in the appropriate jurisdiction as her attorney indicated in Exhibit F, within the state of Florida, where the subject vehicle was illegally removed without consent or knowledge of the defendant, Charles M. Verruggio and where the plaintiff alleges she had the proper documentation, authorization and consent to remove subject vehicle.

4. Defendant denies the allegations contained within paragraph 4 with the following objections:

(a) The subject vehicle was not purchased for the defendant by the plaintiff, but rather it was purchased by the defendant for both the plaintiff and the defendant in an equally divided ownership, or fifty percent/fifty percent (50%/50%) to each party. Defendant used his vehicle, 1996 Ford F150, vin #1FTEF14N7TLB14628 as a Trade-in allowance vehicle to purchase subject vehicle which purchase order for subject vehicle is attached hereto as Exhibit 2, and incorporated as though the same were set forth fully herein, which reflects the Trade-in vehicle.

(b) Defendant and plaintiff were to <sup>be</sup> listed on the PA title as co-owners, however, the plaintiff was in Florida at the time of the purchase. Plaintiff spoke with sales representative, Don Williams,

at Murrays Ford-Lincoln-Mecury located at 3007 Binkley Parkway, DuBois, PA 15801, with particular reference to the purchase price, \$29,328.30 and the manner in which the vehicle was to be titled. Don Williams explained both parties must be present to sign the title document papers. After explaining the information to the plaintiff, Don Williams asked the Plaintiff, Julie Ann Kelleher, if she understood that information. Plaintiff agreed that she did understand and further, instructed Don Williams, with her permission and consent, fully acknowledging she would not be listed on the title as a co-owner, to complete the sale and to title the vehicle as it appears on the Purchase Order next to 'Purchaser's Name, or Charles Verruggio. (see exhibit 2). Don Williams is listed on the defendant's list of witnesses to testify at the upcoming trial in case no; 06-238-CD.

WHEREFORE the Defendant respectfully asks this Honorable Court to Dismiss plaintiff's Complaint on the grounds that vehicle was not purchased for the defendant by the plaintiff, but rather, by the defendant for the defendant and plaintiff jointly as co-owners. The purchase is more fully described in Exhibit One (1), Letter PLAN C, Investment Proposal agreement between defendant and plaintiff as a term and condition for their planned personal relationship where ownership, entitlement and obligation responsibilities are outlined for each party.

5. Defendant denies the allegations contained within paragraph 5 with the following objections:

(a) No amount of money was provided to the defendant by the plaintiff, but rather money for the purchase of subject vehicle was

provided according to the terms of the Investment Proposal Agreement (see exhibit 1). A draft check in the amount of \$28,303.60 was sent to Murray Ford, naming Don Williams as the Payee as partial payment for the subject vehicle. Draft receipt AF71369574 will verify that fact attached hereto as Exhibit 3, more fully described and incorporated as though the same were set forth fully herein.

(b) The defendant's interest and ownership in said draft was \$14,151.80. (see exhibit 1)

(c) The plaintiff's interest and ownership in said draft was \$14,151.80. (see exhibit 1)

(d) The amount provided for the purchase of the subject vehicle, Ford F350 by the plaintiff was \$14,151.80.

(e) The amount provided for the purchase of the subject vehicle, Ford F350 was \$19,480.10.

(f) No amount of money was ever provided by the plaintiff to the defendant, but rather, the total amount provided for the purchase of subject vehicle; \$14.151.80 by the plaintiff and \$19,480.10 by the defendant to Don Williams and Murray Ford, DuBois, PA, (\$29,328.30).

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint, or in the alternative, direct the plaintiff to return to the defendant the money he provided to Don Williams and Murray Ford for the purchase of subject vehicle, in particular, \$19,480.10, or in the alternative of the aforementioned remedy, direct the plaintiff to reimburse the defendant his Trade-in allowance, \$5,328.30 plus half of the proceeds the plaintiff received through her inappropriate sale of subject vehicle without the knowledge or consent of the defendant, or \$14,328.30, plus

and interest from the date, December 6, 2005, the plaintiff unlawfully removed subject vehicle from defendant.

6. Defendant denies the allegations contained within paragraph 6 with the following objections:

(a) The original title was sent to the defendant, with no encumberances and no one listed as a lien holder, plaintiff or otherwise.

(b) Defendant, on his own volition, as to assure the plaintiff he would honor the Planned Personal Relationship Investment Proposal Agreement and all its terms, conditions and stipulations, (see exhibit 1), returned to Murray Ford and requested the notary to place the encumberance on subject vehicle. However, instead of the correct amount, or \$14,151.80, the plaintiff's interest in subject vehicle, the notary inadvertently put \$28,000.

(c) Not anticipating, considering or even imagining the subsequent betrayal and fraudulent actions taken by the plaintiff by removing the subject vehicle on the night of or about December 6, 2005 and later filing an inappropriate and improper Complaint for Partition of Real Property; I acquiesced and allowed the \$28,000 to remain, again, never contemplating such blatant dishonor and flagrant breach of contract agreement.

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint on the grounds of fraudulent and premeditated breach of contract.

7. Defendant denies the allegations contained within paragraph 7 with the following objections:

(a) The defendant never indicated his intention to grant a lien to the plaintiff, nor did the plaintiff request such a grant, but rather, defendant sent the writing dated September 29, 2005, unbeknown to the plaintiff, to which she replied in her letter to defendant dated October 4, 2005, where she clearly states emphatically the following: Referring to subject vehicle, "What is this supposed to mean to me?..."..."To be quite honest, what do I need a truck for if I'm not going anywhere?..."..."This was the plan you proposed to me and I accepted gladly..."..."So I borrowed against assets to come up with approx \$40,000...", (her share and obligation to the Planned Personal Relationship Investment Proposal to which this defendant also invested \$40,000). "...figuring that when I sold the house I could pay it off-Not So You Could Pay Me-I was combining our assets so we could do the things we wanted to do." Letter dated Oct. 4, 2005 sent to defendant by plaintiff more accurately described in Exhibit E, attached hereto and incorporated as if the same were set forth fully herein.

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint on the grounds of impertinent erroneous and misleading information given to authorities to obtain sole ownership of subject vehicle, even though plaintiff knew the defendant was not responsible for the \$28,000.00 writing of September 29, 2005.

8. The defendant denies allegations contained within paragraph 8 with the following objections:

(a) There was never any promise by the defendant to repay or to make any payments to the plaintiff; she did not expend any

money to him to purchase said vehicle, but rather she expended \$14,151.80 to Don Williams and Murray Ford and the defendant expended \$19,480.10 to Don Williams and Murray Ford for the purchase of said vehicle.

(b) There was never any Promissory Note nor any type of loan agreement between the plaintiff and defendant for the vehicle purchased by the defendant for the defendant and plaintiff jointly, but rather a mutually agreed upon, acknowledged, understood and consented to Planned Personal Relationship Investment Proposal between both parties entered into on August 12, 2005, at which time defendant purchased subject vehicle from Murray Ford, thereby executing the Investment Agreement between the parties.

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint or in the alternative direct the plaintiff to produce the alleged documents showing any Promissory obligation or repayment schedule due the plaintiff by the defendant.

9. Defendant denies allegations contained within paragraph 9 with objections as follows:

(a) Plaintiff illegally removed subject vehicle on or about December 6, 2005, by unlawful trespass onto defendant's sister's property located at 4134 Mission Bell Drive, Boynton Beach, FL 33436.

(b) Defendant notified Palm Beach County Sheriff's Office on December 7, 2005 and filed a Stolen Vehicle/Vessel Affidavit, more accurately described in Exhibit 4C, attached hereto and incorporated as though the same were set forth fully herein.

(c) Plaintiff removed subject vehicle without proper documentation, authorization or notification and without the knowledge or consent

of the defendant.

(d) The defendant purchased the vehicle in Pennsylvania, it was titled and registered in PA., it was covered by defendant's insurance company in PA., defendant's registration and insurance certification are more accurately described in Exhibit 2A, attached hereto and incorporated as though the same were set forth fully herein.

(e) The plaintiff's attorney, Patrick Lavelle has stated the following in his letter dated May 2, 2006:  
"Ms Kelleher may have to assert that action in the Florida courts as her right to recover such deficiency would be governed by Florida Law,....". (see exhibit F).

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint on the grounds that she has filed her Complaint for Deficiency Judgement in the improper jurisdiction by filing in Pennsylvania when the proper jurisdiction is within the state of Florida at the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, or in the alternative direct the plaintiff to produce the proper documentation, notification and authorization she alleges to have giving her the right to remove subject vehicle from said location.

10. Defendant denies the allegations contained within paragraph 10 with the following objections as follows:

(a) Defendant was not properly served any documentation, was not properly notified of plaintiff's removal of subject vehicle from defendant's sister's home in Boynton Beach, FL, nor has plaintiff produced any proper documents from either the state of Florida or the state of Pennsylvania giving her the right to remove subject

vehicle.

(b) With the illegal removal of subject vehicle by plaintiff she took with her defendant's personal belongings included but not limited to the following: important medical/confidential documents, property deeds, maps and other documents related to defendant's real property, personal address and phone number books containing vital information to defendant's well-being (not to mention the indignation of the personal **identity** theft and violation of one's self she created), most egregious is the taking of the defendant's priceless and intimate personal belongings and **memorabilia** given to him by his children. This plaintiff's self-seeking, unlawful motives and actions and her unethical and surreptitious behavior with utter disregard for the **sanctity of one's privacy** is a travesty of justice. She has taken what is not rightfully hers. She has stolen the privacy that is inherently the right and privilege of every person to enjoy, without intrusion. She is a collector of other peoples personal property without their consent. She has invaded the privacy of my daughter, my son, my sister, my sister's daughter, my sister's employer, she has given intimate and confidential information about me that I shared with her to her son, Tommy Boscoe and he has in turn called my phone number (supplied to him by the plaintiff) with threats to me and my family using vulgar and despicable language that would surely make even the bowery boys blush. These are not just allegations but rather they are facts to which the above mentioned people are listed on the defendant's witness list to testify in case 06-238-CD, Tommy Boscoe being listed as a hostile witness. The plaintiff's obsequious behavior lacks the sensitivity and perception necessary for societal correctness. The plaintiff has expressed to

me her inability to control her obsessive-compulsive behavioral neurosis and those feelings that compel her to act out those behaviors even though she admittedly understands it is an adverse means of expression. She has also alluded to the fact that she has discussed her abnormal behavior with doctors and contemplated prescribed medication for a possible remedy to the problem, compulsive-obsessive behavioral neurosis. She has also expressed to the defendant she is taking prescribed anti-depressant medication, admitting when she fails to properly medicate, she becomes irrational, confused and even suicidal. These statements by this defendant are not just simply allegations, but rather are supported by letters the plaintiff has sent to the defendant.

It is my opinion that the plaintiff has set into motion a calamity which she perceives as irreversible, fueled by misconception and illogical reasoning. Rather than ~~compromise and~~ enter into amicable settlement negotiations, (which the defendant has offered numerous times), she prefers to expend ~~inordinate~~ amounts of time and money to get what she wants when she wants it; far beyond reason, logic or sensibility and consistent with her obsessive-compulsive behavioral patterns, she pursues a seemingly unattainable goal. The plaintiff in her Stalking-Horse mentality, concealed to the defendant her true and real intentions to him and their planned personal relationship investment proposal agreement.

It is the opinion of this defendant that this Honorable Court intervene into the proceedings of this, (now a third filing of complaint involving the same actions, ~~allegations~~), in an attempt to serve justice and to end this seemingly endless track of improper, erroneous and frivolous complaints filed by this plaintiff in her quest for self-

aggrandizement with complete disregard for the justice system and the Rule Of Law.

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint and direct the plaintiff to return to the defendant his personal property, or in the alternative direct the plaintiff to produce the statutorily required documentation notice of the alleged right to repossess subject vehicle. And, in addition to the above, direct the plaintiff by an Order of the Court to undergo psychological and medical evaluations with an emphasis on the anti-depressional and obsessive-compulsive neurosis behavioral disorders the plaintiff has admittedly been treated for and felt in the past.

11. Defendant denies the allegations contained within paragraph 11.
12. Defendant denies the allegations contained in paragraph 12.
13. Defendant denies the allegations contained within paragraph 13 with objections as follows:

(a) Defendant called plaintiff on December 7, 2005 and explained the vehicle had been stolen and inquired to her if she had any knowledge or information as to its whereabouts or location, to which plaintiff ~~replied~~, she did not, but however, she did ~~reply~~ as follows: "You better report it, I have an equal interest in the truck also, you know, and is that the ~~only~~ reason you called for".

(b) Defendant notified police on December 7, 2005 in a truthful affidavit stating that the vehicle had been stolen.

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint on the grounds that she gave false

misleading, misdirected and erroneous information to the Palm Beach County Sheriff's Office regarding the removal of subject vehicle from Boynton Beach, FL.

14. Defendant denies the allegations contained within paragraph 14 with the objections as follows:

(a) The plaintiff supplied the P.B.C. Sheriff's Department with false, erroneous, misleading information to avoid arrest and prosecution for the illegal removal of subject vehicle thereby tricking the Sheriff's Office into their conclusions. The plaintiff committed fraudulent behavior to obtain the vehicle.

WHEREFORE the defendant respectfully requests this Honorable Court to Dismiss the plaintiff's Complaint, or in the alternative to direct the plaintiff to produce the valid documentation she supplied to W.P.B. Sheriff's Office to avoid arrest and prosecution for the illegal removal of subject vehicle.

15. Defendant denies the allegations contained within paragraph 15 with the following objections:

(a) The plaintiff received the issuance of the Florida title for subject vehicle by supplying false, erroneous, misleading and misguided information to the Florida Bureau of Motor Vehicles.

WHEREFORE THE DEFENDANT RESPECTFULLY REQUESTS THIS Honorable Court to Dismiss the plaintiff's Complaint or in the alternative direct the plaintiff to produce valid documentation from the state of Florida or the state of Pennsylvania granting her permission to remove the subject vehicle without the knowledge or consent of it's owner, the defendant, Charles Verruggio.

16. Defendant denies the allegations contained within paragraph 16 with the following objections:

(a) Defendant responded to the plaintiff prior to February 23, 2005 through his attorney, Tony Cao Law Firm, 319 Clematis Street, Suite 701, West Palm Beach, FL 33401, whom the defendant retained on December 9, 2005, as follows: (retainer letter attached exhibit A)

1. Attorney Cao called plaintiff in an attempt to negotiate settlement, prior to 2-23-05

2. Attorney Cao called plaintiff's attorney in Pennsylvania, Patrick Lavelle in an attempt to resolve settlement, prior to 2-23-05

3. Defendant filed Complaint-Replevin and plaintiff was served said Complaint on February 21, 2005. Complaint-Replevin attached hereto as Exhibit A and incorporated as though the same was set forth fully herein.

4. Letter from plaintiff's attorney, Patrick Lavelle, dated January 23, 2005. (see exhibit C).

In conclusion, it must first be stated that by the very admission of the plaintiff's attorney, Patrick Lavelle, this Court is not the proper jurisdiction in which to file the plaintiff's Complaint, which from the onset makes the entire matter/complaint moot. Then there is the matter of the redundancy on the part of the plaintiff to file a complaint that is presently in front of the Court and scheduled for Civil Call, Pre-Trial Conference and ultimately Trial. Finally, it is the opinion of the defendant that there is a preponderance of evidence on behalf of the defendant establishing his defense, the merits of his defense in establishing a prima facie case. The Court is congested enough without the influx of frivolous and

redundant filings. This plaintiff alleges in case no; CA001654AF in the state of Florida by her Sworn Motion To Dismiss the case against her, that she is not in possession of subject vehicle and has no knowledge of its location or whereabouts.

Then in the state of Pennsylvania, through her attorney, Patrick Lavelle, and this Complaint, case 06-2002-CD, in paragraph 16 of said Complaint, that on February 23, 2005 she sold the subject vehicle to, Classic Auto Brokers, giving the location of the same and that she received \$18,000.00 for said vehicle.

Throughout the entire Complaint she admits to it's whereabouts and location.

Then in paragraph 10, she states that on or about December 12, 2006, she provided the defendant statutorily required notice. Which date is one (1) year and five (5) days since she illegally removed subject vehicle from the Florida address and the defendant filed a Stolen Vehicle Affidavit with the P.B.C. Sheriff's Office. (see exhibit 4C). Then, through her attorney, Patrick Lavelle, authorizes him to verify the truthfulness of the said Complaint, with knowledge and understanding of the provisions of 18 Pa. C.S.A. 4904(Unsworn Falsification to Authorities).

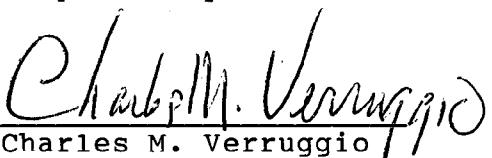
This plaintiff convolutes and disrupts the justice system in two states. She contests two bodies of the U.S. legal court systems with frivolous and fraudulent allegations. She initiates Complaints and then does not pursue them but rather then conduct a cause of action and provide a prima facie case, it is this defendant in these two Pennsylvania cases, and this defendant that is the plaintiff in the Florida case that proceeds in accordance with the Pa.R.C.P. &

the Florida R.C.P.in an attempt to find justice and put an end to the plaintiff, Julie Ann Kelleher's false, fraudulent, unlawful and frivolous allegations and statements made in all of the pleadings in all of the cases, namely cases 06-238-CD & 06-2002-CD in Pennsylvania and case CA001654AF in the state of Florida. I respectfully request this Honorable Court to intervene with evaluation and investigation into the conduct and manner in which the plaintiff, Julie Ann Kelleher has conducted herself.

WHEREFORE the defendant, Charles M. Verruggio, prays that this Honorable Court will Dismiss the plaintiff's Complaint For Deficiency Judgement and direct the plaintiff to reimburse the defendant in any and all remedies he has put forth in his Answer and/or in whatever manner this Honorable Court may deem reasonable and just.

In the pursuit of Justice,

Respectfully submitted,

  
Charles M. Verruggio

Julie Ann...

LEADER PLAN 'C'  
INVESTMENT PROPOSAL

Exhibit 1

You are, if nothing else, an insatiable young Dame...

So listen... here, as concisely as I say, is an offer we both can't refuse... a long long time ago I told you I am Purple a retired Italian American on a stringent fixed income looking only to enjoy (mostly with the sun on my face and my toes preferably in the sand or the sea) the remaining journey... began far far away on that Great South...

I am of Gypsy blood... a transient from the womb until my tomb I will be... for better or worse... that is who I am...

From the Sound of Nantucket to the Balsam Islands... from Tampico ad Gulf of Mexico to Marrakesh and the Mediterranean... from Victoria Isla in the Pacific to the English Channel in the Atlantic... Well you see where I'm headed... long live Formentor!

From compulsion to obsession from flattation to affliction; So it goes... the best I can say is I am a banator dem bairsons and guilty before being found innocent... I don't mind... I am what I am and that's all I am (not Popeye...) I'll begin again, mostly my collection of my life is merely dust... best laid plans have become memory soon to be put to paper... OH YEAH!... and precious gems and untold stories... And then again watercolor and anatomy of life and see it... and I'm wandering again... to the star and moon and the sea and the sun and the tears and the fool and the laugh and the love... so here...

... The Proposition of the mad man... Exhibit 1  
The Jeckle & Hyde Presumption

I am adding the addition to the 5<sup>th</sup> Wheel (which is 14x3: the same as the 5<sup>th</sup> W when extended) It will be an enclosed unit as is the 5<sup>th</sup> W: Kit, Living, Rm, Bedrm, bath. [Approx 450 sq ft. In new construction a fair market value for building is \$40-50 per sq ft.] [That is in my world, in my sense of ethics to the builder... Today's market is most likely, \$100-200 per sq ft.]

The 5<sup>th</sup> Wheel Market Value is \$15,000 - \$20,000

The Cayman Landing Market Value is \$8,000 - 10,000 with improvement.

[The UDI parcel is negligible but has trade power]

The Property at 5 Fathoms Road is marketing at \$10,000

To recapitulate: 5<sup>th</sup> Wheel [lowered figures] 15,000  
Cayman Permanent Property + 8,000  
5 Fathoms Property 10,000  
Total Asset Value \$33,000

*This is on  
this date*  
I have decided my vagabond path is so much in what we were planning regarding travelling U.S.A. and Mexico & ultimately Fernandina... therefore, I am again and always intent on this, my last journey - And, yes, we... may & can navigate this old plan... and here's how...

For ever I have been incapable of accepting anything

from anyone ... it is a disaster and a mine ... unexplainable ...  
but for me it's real and am only being true ...

Exhibit 1

... "I'm only Being true" From pg 4

Investment Proposal:

Total Asset Value	33,000	by 50%	\$16,500
Addition Est. Cost	8,000	by 50%	\$4,000

Vehicle Package 5<sup>th</sup> wheel

New Veh. Approx \$22,000

Trade my truck value - \$7,500

The vehicle will be fitted to both U&I

Payoff my Veh. \$4,500

if we finance vehicle the note will be Approx \$20,000

@ 10% for 5 yrs the amortized monthly = \$424.94

New Veh. - \$22,000  
- Trade - \$3,000

Purchase Price  $\frac{\$19,000}{}$

Your investment vehicle = \$10,000

Total invest for the  
journey of our lifetime  $\frac{\$30,500}{}$

Transfer 7<sup>th</sup> wheel, 5<sup>th</sup> Atons (4D) & Cayman Landing Exh. 1  
From me to U.S. <sup>and entitlement</sup> All ~~is~~ unencumbered and free & clear.

I would like to get the Vehicle mark Gayle owe for the  
trade - We need a vehicle for few 7<sup>th</sup> wheel on our journey -  
That is an obstacle because of the 5<sup>th</sup> Ares they cannot own  
because of Wagstaff -

I will send you copies/originals of the new deeds & titles  
to the properties. Upon receipt I would like you to invest in  
our new but old plan - invest our hearts desires plans dreams  
destinies...

To circumvent Mark & Gayle, I can trade my truck in  
& purchase a truck with the capacity to haul the 5<sup>th</sup> wheel  
During the next 3-4 months the addition will be completed.  
During the completion months we will plan our new (but old)  
journey ... West & South of the Border ...

Also we must invest in a financial resource that is jointly equal  
and sound so we both can ~~feel~~ feel a zone of comfort -

I can complete the addition for far less than market value it's  
most likely 7,000 - 8,000 will do it ...

Should you appreciate my proposal and all the baggage that comes  
with it ... After you receive the title & deed transfers here's  
a break down of your money and investment ... Go to pg.

This proposal has been a task... for me to put down,  
I'm glad I was able to complete it. I'm astute that it's  
marked - Hopefully, you greet it with a solution to this  
weary man's dreams... I'm, as I said at the marshmallow  
skinning contest... Anticipating a great ending... EXh.

A hand-drawn illustration of a rainbow heart. The heart is outlined in black ink and has a rainbow pattern inside. A small arrow points to the top right. The text "The Rainbow Love" is written in cursive above the heart, and "Merle" is written in cursive at the bottom right.

You know will have the creme de la creme... FIA, ...  
Treasure Lake, ... the freedom to flight - state to state,  
town to town, sea to sea, ocean to ocean... a home  
permanent... a home on wheels... a home in the highlands  
a home at the sea... what... what more can life be...!  
Remember, the action word is... we'll...

Pull Roxie's tongue for me

**Exhibit 2**

PURCHASER'S NAME		SOC. SEC. NO.	DATE
PURCHASER'S ADDRESS		D/O/B	RESIDENCE PHONE
CITY, STATE & ZIP		LIC. NO.	BUSINESS PHONE
VEHICLE BEING PURCHASED		CASH DELIVERED PRICE OF VEHICLE	
PLEASE ENTER MY ORDER FOR THE FOLLOWING:		STOCK NO.	\$ 27,000.00
YEAR 2003	MAKE FORD	MILEAGE 26370	
MODEL OR SERIES	BODY TYPE CREW CAB		
COLOR	RED	TRIM 38	
M.V.I. OR SER. NO.	1FTSNB1S30EB59420	ENG. TYPE	
TO BE DELIVERED ON OR ABOUT		08/12/05 SALESMAN RONALD C. WIL	
IF A NEW VEHICLE SALE... The only warranties applying to this vehicle are those offered by the manufacturer.			
IF USED VEHICLE SALE-CHECK APPROPRIATE BOX			
<input type="checkbox"/> AS IS: this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle.			
<input checked="" type="checkbox"/> OR The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.			
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY			
"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."			
USED VEHICLE TRADED IN AND/OR OTHER CREDIT			
YEAR 1996	MAKE OF TRADE-IN FORD	MILEAGE 158,830	
MODEL OR SERIES	BODY TYPE RCAB	DATRYLAND INS	
COLOR	GREEN	PA360003315	
M.V.I. OR SER. NO.	1FTEP14N7PLB11628	ENG. TYPE	
Balance Owed To FORD CREDIT PO BOX 17948		N/A	
Address: GREENVILLE SC 29606			
Used Trade-In Allowance		\$ 5,328.30	
Balance Owed on Trade-In		4,303.60	
Net Allowance on Used Trade-In		\$ 1,024.70	
Deposit or Credit Balance		28,300.60	
Cash With Order		\$ N/A	
TOTAL CREDIT (Transfer to Right Column)		\$ 29,328.30	
MEMO:			
Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supersedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid for by the manufacturer.			
Accepted By: <i>John C. Wil</i>		Date <i>08/12/05</i> Dealer or His Authorized Representative	
		Date <i>08/12/05</i> Purchaser's Signature	
DISTRIBUTOR			
"THANK YOU - WE APPRECIATE YOUR BUSINESS"			
IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM			

**EXPIRY: NOV 30, 2005** **VALID: 09/06/05**

PLATE: YCJ2942 REG. GROSS WT: 07000  
TITLE: 5A400862002 VE UNLADEN WEIGHT: 06288  
VIN: 1FTSW31S33ER59420 CLASS: 02  
YR/MAKE: 2003 FORD  
TYPE: TK  
WID: 05255 0054-001857-001

Charles Verruggio

SIGNATURE

I hereby acknowledge this day that I have received  
notice of the provisions of Section 3709 of the Vehicle  
Code.

CHARLES VERRUGGIO  
868 TREASURE LK  
DU BOIS PA  
15801

Change your address online at: [www.state.pa.us](http://www.state.pa.us) Pa Keyword "DMV".

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

**EXPIRY: NOV 30, 2006** **VALID: 09/16/05**

PLATE: YCJ2942 REG. GROSS WT: 07000  
TITLE: 5A400862002 VE UNLADEN WEIGHT: 06288  
VIN: 1FTSW31S33ER59420 CLASS: 02  
YR/MAKE: 2003 FORD  
TYPE: TK  
WID: 05255 3302 601202-001

Charles Verruggio

SIGNATURE

I hereby acknowledge this day that I have received  
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Code.

CHARLES VERRUGGIO  
868 TREASURE LK  
DU BOIS PA  
15801

Change your address online at: [www.state.pa.us](http://www.state.pa.us) Pa Keyword "DMV"

Exhibit 2A

**IMPORTANT NOTICE**  
Regarding Your Financial Responsibility  
Insurance Identification Card

Dairyland Insurance Company is required by Pennsylvania law to send you this I.D. Card. This card shows that an insurance policy satisfying the financial responsibility requirements of the law has been issued for the vehicle described.

If you lose the card, contact us or your agent for a replacement.

The I.D. Card information may be used for vehicle registration and replacing the license plates. If your liability insurance policy is not in effect, this I.D. card will no longer be valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the I.D. card fraudulently, such as using the card as proof of financial responsibility after the insurance policy is terminated.

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(STATE)  
**PENNSYLVANIA**

COMPANY NUMBER

**21164**

POLICY NUMBER

**PA 360003315**

YEAR MAKE/MODEL

**2003 FORD**

AGENCY/COMPANY ISSUING CARD

**ROBERT I HOSEY  
PO BOX 236**

**PLYMOUTH  
570-779-1228**

INSURED

**VERRUGGIO, CHARLES  
868 TREASURE LAKE  
DU BOIS**

**Financial Responsibility Identification Card**

COMPANY

**DAIRYLAND INSURANCE COMPANY**

EFFECTIVE DATE

**04-09-06**

EXPIRATION DATE

**10-09-06**

VEHICLE IDENTIFICATION NUMBER  
**1FTSW31S33EB59420**

**3600803**

**PA 18651**

**PA 15801**

SEE IMPORTANT NOTICE ON REVERSE SIDE

**02-27-06**

5480.PA-171A-P2-1



(STATE)  
**PENNSYLVANIA**

COMPANY NUMBER

**21164**

POLICY NUMBER

**PA 360003315**

YEAR MAKE/MODEL

**2003 FORD**

AGENCY/COMPANY ISSUING CARD

**ROBERT I HOSEY  
PO BOX 236**

**PLYMOUTH  
570-779-1228**

INSURED

**VERRUGGIO, CHARLES  
868 TREASURE LAKE  
DU BOIS**

**Financial Responsibility Identification Card**

COMPANY

**DAIRYLAND INSURANCE COMPANY**

EFFECTIVE DATE

**04-09-06**

EXPIRATION DATE

**10-09-06**

VEHICLE IDENTIFICATION NUMBER  
**1FTSW31S33EB59420**

**3600803**

**PA 18651**

**PA 15801**

SEE IMPORTANT NOTICE ON REVERSE SIDE

**02-27-06**

5480.PA-171A-P2-1

**Exhibit 2 A**

IEGG  
MASON

Advising Investors for Over a Century™ Member New York Stock Exchange, Inc./Member SIPC

00005

DATE

AF 71369574

AMOUNT

ACCOUNT NO.

08/10/05

VIN #1FT5W31533EB59420

\*\*\*\*\*\$28,303.60 343-01949-22

RMS 343M

PR. PARTY:  
JULIE ANN KELLEHER

PAYEE: DON WILLIAMS

NON-NEGOTIABLE

PLEASE DETACH BEFORE CASHING

Exhibit 3

## STOLEN VEHICLE/VESSEL AFFIDAVIT

Exhibit 4C

AGENCY: PALM BEACH COUNTY SHERIFF'S OFFICE

AGENCY CASE NO. 65-140048

DATE AND

SUSPECT

TIME FRAME OF THEFT: 12-6-05

Kelli Verruggio, Subject Name

LOCATION OF OFFENSE: 4134 Mission Bell DR, Boynton Beach, FL 33436

V

NAME:

Vernacular Charles

DOB:

2-5-46

I

ADDRESS: (HOME)

801 TREASURE LAKE DR, Boynton Beach, FL 33436

ZIP:

15801

PHONE:

21-792-138

C

ADDRESS: (WORK)

4134 Mission Bell DR, Boynton Beach, FL

ZIP:

33436

PHONE:

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IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN  
AND FOR PALM BEACH COUNTY, FLORIDA

CHARLES VERRUGGIO,  
Plaintiff,

vs.

JULIE ANN KELLEHER,  
Defendant.

Case No.:

50 2006CA001654 XXXX MB

AF

COPY  
RECEIVED FOR FILING

FEB 21 2006

COMPLAINT

SHARON R. BOCK  
CLERK & COMPTROLLER  
CIRCUIT CIVIL DIVISION

COMES NOW, the Plaintiff, CHARLES VERRUGGIO, by and through his  
undersigned counsel and hereby files his Complaint as follows:

REPLEVIN

1. This is an action to recover possession of personal property in Palm Beach County, Florida.
2. The description of the property is: 2003 Ford F350, Vehicle Identification Number 1FTSW31S33EB59420; to the best of plaintiff's knowledge, information, and belief, the value of the property is TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.
3. Plaintiff is entitled to the possession of the property as he is the titled owner of the vehicle, a copy the purchase agreement is attached as Exhibit "A" and a copy of the insurance policy is attached as Exhibit "B".
4. To Plaintiff's best knowledge, information, and belief, the property is located at 1131 Gulfstream Way, Singer Island, Florida 33404. *Deny knowledge*
5. The property is wrongfully detained by defendant. Defendant came into possession of the property by removing the vehicle from the Plaintiff's residence without his knowledge or consent. To Plaintiff's best knowledge, information, and belief, Defendant



detains the property without any valid reason or cause.

6. The property has not been taken for any tax, assessment, or fine pursuant to law.
7. The property has not been taken under an execution or attachment against Plaintiff's property.

WHEREFORE Plaintiff demands judgment for possession of the property.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent by U.S. Mail to Julie Ann Kelleher, 1131 Gulfstream Way, Singer Island, Florida on this 21 day of February 2006.

CAO LAW FIRM, P.A.  
Attorneys for the Plaintiff  
319 Clematis Street, Suite 701  
West Palm Beach, Florida 33401  
561/ 659-8818  
561/ 659-8819 fax

BY: TONY D. CAO  
TONY D. CAO, ESQ.  
FBN: 0457280

Exhibit A

n. The provisions of this retainer agreement shall apply to the matters referenced above and to such further matters that we shall handle for you, from time to time, unless other arrangements are made, in writing, between us, for our fees and expenses. **You acknowledge that this agreement does not cover future representation, if any, relating to appellate, enforcement, or modification proceedings, and that such must be contracted for separately. If you have retained this Law Firm to represent you in a Dissolution of Marriage action, our representation of you ceases upon entry of a Final Judgment of Dissolution of Marriage.**

o. You agree to retrieve your file from this Law firm within thirty (30) days after our representation of you ceases. If you fail to make arrangements and retrieve your file within those thirty (30) days, then this Law Firm is authorized to destroy your file, and you agree to hold this Law Firm harmless from any liability which may result as a result of destroying your file.

p. If the matter for which you have retained this firm relates to a family law matter, which is governed by the Florida Family Law Rules that became effective January 1, 1996, you understand that it is your obligation to comply with all discovery/disclosure rules, which are provided for in the Florida Family Law Rules. If this Law Firm, or one of the lawyers in this Law Firm, is sanctioned as a result of your failure to comply with the rules, then you agree to indemnify and/or hold this Law Firm and the lawyers in this Law Firm harmless as to any and all sanctions, which may be imposed upon them.

q. It is understood that you will listen to the advice of your attorney under all circumstances and in the event you fail to adhere to your attorney's advice, then, your attorney shall have the right to withdraw as attorney of record without prior notification. The attorney shall also have the right to withdraw as attorney of record should any of the foregoing terms contained herein not be complied with by you.

CAO LAW FIRM, P.A.

DATE: 12/19/05

BY: Tony Cao  
Tony D. Cao, Esquire

READ, APPROVED AND ACCEPTED on this 9 day of Dec. 2005

By: Charles Verruggio  
Charles Verruggio

Exhibit A

September 29, 2005

Re: Vin #1FTSW31S33EB59420

To Whom It May Concern:

This is to certify that a lien in the amount of \$28,000.00 has recorded in favor of Julie Ann Kelleher, 1131 Gulf Stream Way, Singer Island, Fla. 33404.

Chet M. Harriger

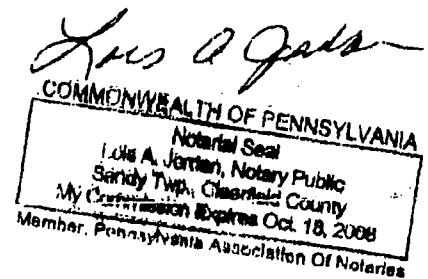


EXHIBIT B

Exhibit "C"

**Patrick Lavelle**  
Attorney and Counselor at Law

25 East Park Ave. Suite #4  
DuBois, Pennsylvania 15801

Phone: 814-371-2232  
Fax: 814-371-4480  
Email: lavelleesq@verizon.net

January 23, 2006

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

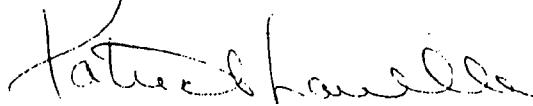
Dear Mr. Verruggio,

I am writing to advise you that I have been retained by Ms. Julie Ann Kelleher to represent her with respect to several claims that she is asserting against you. It is my understanding that you are already aware of, and have been properly notified of, the issue involving the Ford truck. It is my understanding that Ms. Kelleher has taken possession of the truck and intends to sell the truck to recoup an amount of money sufficient to cover the loan which she made to you for the purchase of the truck. It is also my understanding that you have been twice advised that Ms. Kelleher is holding your personal property which was contained in the truck, and that you may retrieve that property by contacting Ms. Kelleher as indicated in the notice that you received.

The second issue is Ms. Kelleher intention to file with the Court of Common Pleas in Clearfield County a civil complaint seeking partition of the real property which she owns jointly with you as tenants in common. Prior to the filing of the complaint we would request that you consider addressing all of these matters informally in an effort to come to an amicable solution without the necessity for a protracted and expensive period of litigation.

I would suggest in the first instance that you consult with legal counsel of your choosing before making any decisions in these matters, as any decision you make could have legal consequences that you should be aware of. If you wish to discuss the matter further prior to the filing of any complaint, I would be happy to talk with you or your counsel with an eye toward resolving these matters. You can reach me at the addresses and numbers listed above during regular business hours.

Sincerely,



Patrick Lavelle, Esq.



Charlie

Oct 4, 1965

What is this supposed to mean to me? When you wanted me to leave, it wasn't that you didn't want to do our planned trip - it was you couldn't work with me there. That one reason we're just being a little delayed. That you loaned me and would be in touch and continue with our plan soon. Also that you couldn't just walk away from the renters owing you money and the other legal thing coming in Nov.

Now I have been gone for 2 wks and you won't speak to me or write and then I receive this note. To be quite honest, what do I need a truck for if I'm not going anywhere? And why were we fixing the addition if we are not going to live there in the summer.

This was the plan you proposed to me and I accepted gladly. Now all along you knew I was selling this house because I could no longer afford it. So I borrowed against assets to come up with approx \$40,000 figuring that when I sold the house I could pay it off - not so you could pay me - I was combining our assets so we could do the things we wanted to do. how I'm am left feeling, I don't know what. You went to New York anyway and took the things I left to you to bring

To me, yet when I need to pack, you  
wouldn't, afraid leave every thing here. After  
noth, you say you will regret the wrongs -  
what does that mean? Friends tell the truth -  
I certainly treasure your friendship (I'm sure more  
than for them) but I thought we had more  
than that going on. You would never  
do me but you don't mind tellin' of your  
 intimacy with others including drug addicts  
that you have to call the police about it  
steals everything I ever gave you and all  
letters I wrote. The last time you stopped  
writing & communicating with me it  
was because you were in another relation -  
ship. Is that what is going on now?  
I feel you were wrong to say you would go to the  
wedding & then not - If you didn't want to  
go, just say that. I love you for you - and  
the way you are with me but I don't want  
you to change to be anything your not.  
If I was coming so soon - you just should have  
said so. I could have waited - I thought the  
idea was we were going to do this together -  
but you could only put up with me for 4  
days. So the question is - what do I do now? Exhibit F

I have been trying to keep busy planning  
our itinerary - sorry that I am missing out  
in the mountains & the camp fire & the  
stars. The negotiations about my house are  
near an agreement. I have been in touch  
with people in Tampico and I was getting  
further information about American's buying  
property there. In the beginning it was, what  
color truck do you like - cockleburs, sailing  
etc. and in my mind I was planning  
a beautiful garden for next summer -  
flowers & veg. - thinking if we moved to  
Tampico, maybe I should sell my boat  
or bring it to treasure lake. Should  
I think about selling my car to think  
cost \$650 / mo. + insurance - And after  
2 weeks I get a paper that says I  
have a lien on the truck & friends forever.  
Well I guess it's time to shit or get off the  
pot - because in about a month I'm  
going to be out in the street. So I think  
it's only fair if you state your commitments  
& feelings towards me - Are you thinking as  
I am or are you just thinking - Bye friends  
forever - I guess if I get no answer -

I will wait for the necessary, receipt of which  
I will let you know by wire at the  
earliest opportunity. Your kind regards,  
John Morris Mathews  
Secretary to the Senate.

John Morris Mathews

Secretary to the Senate

EXHIBIT E

**Patrick Lavelle**  
**Attorney and Counselor at Law**

---

25 East Park Ave. Suite #4  
DuBois, Pennsylvania 15801

Phone: 814-371-2232  
Fax: 814-371-4480  
Email: lavelleesq@verizon.net

May 2, 2006

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

Re: Kelleher v. Verruggio  
Case No. 238 – 2006 CD

Dear Mr. Verruggio,

I am in receipt of your most recent correspondence in which you propose an offer of settlement in the above captioned case. I must inform you that as of this date I have not been authorized by my client to enter into settlement negotiations in this matter.

That having been established, I would like to address some of the points that you have raised in your correspondence. Initially I would have to advise you that, in my opinion, any and all legal issues associated with the matter of the repossession and sale of the Ford Truck would have to be resolved with reference to Florida law, and therefore none of those issues would be relevant to the present case filed here in Pennsylvania. Both the repossession and the subsequent sale of the truck occurred in Florida. Further, the State of Florida recognized the right of Ms. Kelleher to repossess and sell the truck as evidenced by the issuance to Ms. Kelleher of a Florida Certificate of Title by the Motor Vehicle authorities of that State. It is my opinion that such recognition by the State of Florida could only be attacked in the face of evidence of fraud in the application for the Certificate of Title. In this case, Ms. Kelleher's application for a Florida Certificate of Title was accompanied by a copy of the Pennsylvania title listing her as the lien holder, and such lien holder status was confirmed by the investigation and certification provided to the Florida Bureau of Motor Vehicles by the Auto Theft Division of the Palm Beach County Sheriff's office. Obviously, under Florida law Ms. Kelleher, as the noted lien holder could repossess the vehicle when you failed to make the required payments on the truck. All of this evidence would argue strongly against any allegation of fraud on the part of Ms. Kelleher.

You seem to be asserting a legal right to recover the vehicle, in that you consistently refer to the repossession as a theft. Obviously the Palm Beach County Sheriff's office is satisfied that this incident was not criminal in nature, as there case is closed and they did not arrest Ms. Kelleher. Should you have a right

**EXHIBIT F**

to seek recovery under a civil theory, that right would have to be asserted and advanced in Florida for several reasons impacting on the court's jurisdiction. Additionally, Ms. Kelleher is entitled to seek a deficiency judgment against you, as the sale of the truck failed to satisfy your total indebtedness. Ms. Kelleher may have to assert that action in the Florida courts as her right to recover such deficiency would be governed by Florida law, although she may be able to assert her claim here in Pennsylvania through the application of Florida law if she so chooses. However, as I have stated, these issues present independent claims which are not relevant to the current action.

With regards to your personal property, you had been previously advised by Ms. Kelleher, by certified mail and otherwise, that she was holding your personal possessions for you to pick up at a specific address. You were also advised that you had a finite period of time in which to reclaim your property. At this point you may still be able to reclaim your personal property by contacting Ms. Kelleher and paying for any expenses she may have incurred with regards to the storage and maintenance of such property. Should you wish to proceed legally against Ms. Kelleher to recover your personal property, or otherwise seek damages for same, that claim would have to be asserted and advanced in Florida, and once again such claims would not be relevant to the current action.

With regards to the present action for partition, it should be noted that at this point the action refers only to the property at section 8A, Lot No. 50 in the Treasure Lake sub-division. This is the property which you conveyed to Ms. Kelleher and yourself as tenants in common by Deed dated August 22, 2005, which was recorded in Clearfield County at Instrument No. 200513431. Your correspondence seems to indicate that it is your position that Ms. Kelleher is not to be recognized as a tenant in common with respect to the subject property because she breached the agreement leading to the conveyance.

The law in Pennsylvania sets forth a general rule that would indicate that the rights of a person in real property are established with reference to the Deed, and without further reference to any preliminary agreement. Under the "doctrine of merger of title, a transfer of real property is consummated by the conveyance, i.e. the deed. The parties thereafter have no recourse to each other except for imposition or fraud or upon the covenants in the deed; the deed satisfies all covenants in the contract. In this case there were no reservations made in the deed which would impose post conveyance contingencies upon Ms. Kelleher's rights in the property. As to your title in the property, you presently have no greater rights in the property than those of Ms. Kelleher as evidenced by the Deed. The fact that you owned the property for seven years before the conveyance is of no import, as the grantor of the property retains no rights in the property after the conveyance save those specifically reserved in the deed. This deed has no such reservations.

Exhibit F

Regarding your evidence of Ms. Kelleher's failure to provide additional funds to you as agreed, it is my understanding of your correspondence that your position is that the \$13, 200.00 that Ms. Kelleher gave to you was not for an interest in the property at Section 8A, Lot No. 50, but was partial performance of an agreement to provide you with money which was intended to allow you to make improvements to your property located at Lot 687, Cayman Landing, also in Treasure Lake Sub-division. This position is significant in that it would impact upon our position regarding the original complaint in this case, as well as our position regarding any potential settlement in this matter. I would appreciate it if you could clarify your position on this point, and advise me of such at your earliest convenience.

With regards to moving forward with this case, I would recommend that you engage legal counsel of your own. The legal issues raised in this case are somewhat complicated and you would benefit from such counsel. Absent that, I will await to hear from you with regards to my request for clarification. Upon receipt of same we may be able to move forward with settlement negotiations.

Sincerely,



Patrick Lavelle, Esq.  
Counsel to Julie Ann Kelleher.

EXHIBIT F

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

VS

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

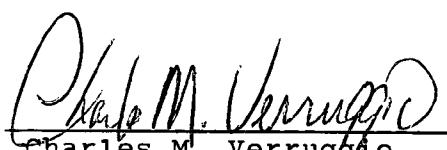
DEFENDANT

---

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Answer-Objections to Complaint for Deficiency Judgement, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with First Class Postage prepaid as follows:

Patrick Lavelle  
25 East Park Avenue, Suite 4  
DuBois, PA 15801

  
Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA 15801  
(610) 733-4538

Dated: January 2, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

TYPE OF CASE: CIVIL

PLAINTIFF

2

CASE NO: 06-200~~8~~-CD

VS

CHARLES M. VERRUGGIO

TYPE OF PLEADING: PRELIMINARY  
NOTICE TO FILE MOTION FOR  
SANCTIONS

DEFENDANT

FILED ON BEHALF OF: DEFENDANT

FILED BY:

DEFENDANT: CHARLES M.  
VERRUGGIO, 868 TREASURE LAKE  
DuBOIS, PA 15801  
(610) 733-4538

FILED  
01/10/00/01  
JAN 03 2007  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs.

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

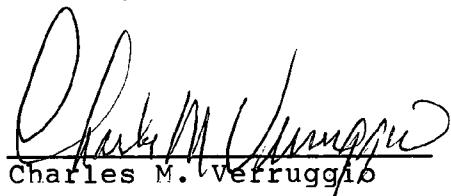
Defendant

NOTICE TO PLEAD

TO THE ABOVE NAMED PLAINTIFF:

You are hereby notified to plead to the enclosed: Preliminary Notice to File Motion for Sanctions, within 28 (twenty-eight) days of service hereof or Sanctions may be entered against you.

Patrick Lavelle  
25 E. Park Avenue, suite 4  
DuBois, PA 15801

  
Charles M. Verruggio

Dated: January 3, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

Julie Ann Kelleher

Plaintiff

vs.

CSAE NO: 06-238-CD

Charles M. Verruggio

Defendant

---

PRELIMINARY NOTICE TO FILE MOTION FOR SANCTIONS

---

AND NOW comes the Defendant, CHARLES M. VERRUGGIO, pro se, and files the within stated: Preliminary Notice To File Motion For Sanctions, the facts in support of which are as follows:

1. The Complaint was filed by the Plaintiff on February 14, 2006.
2. The Defendant responded with his Answer in accordance with the Pa.R.C.P..
3. Defendant filed: Defendant's Interrogatories Propounded to Plaintiff Under Pa.R.C.P 4005, 4006(a)(1) and 4006(2), on October 31, 2006 and notified Plaintiff. Certificate of Service attached hereto as ExhibitA, more accurately described as though the same were set forth fully herein.
4. Defendant filed: Request upon a Party For Production of Documents and Things under Pa.R.C.P. 4009.1, 4009.11 and 4009.12 on November 1, 2006, and notified Plaintiff, attached hereto as Exhibit B and more accurately described as though the same were set forth fully herein. (Certificate of Service)
5. Defendant filed: Requests for Admissions under Pa.R.C.P. 4014 on November 1, 2006 and notified Plaintiff. Certificate of Service

attached hereto as Exhibit C,,more accurately described and incorporated as though the same were set forth fully herein.

6. The Plaintiff is in substantial non-compliance to Pa.R.C.P.

4006(2) Answer to Written Interrogatories by a Party by failing to Answer within the Rule Specifications or Thirty (30) days, from Service of the Pleading.

7. The Plaintiff is in substantial non-compliance to PaR.C.P.

4009.12 and 4009.12(a) Answer to Request upon a Party for the Production of Documents and Things by failing to Answer within Thirty (30) days, as required by the Rule.

8. Plaintiff is in substantial non-compliance to Pa.R.C.P. 4014(b) Answer to Request for Admissions by failing to Answer within the specified time of Fourty-five (45) days, as required by the Rule.

9. On December 13, 2006 Defendant filed: Motion for Summary Judgement, which awaits a scheduling date to be heard and argued.

10. There still remains genuine issue of material fact as to a necessary element of the defense which can be established by Discovery.

11. The non-compliance of the Plaintiff to Answer the Defendant's Discovery Pleadings delays and contests the Court Jury Trial System, failing to produce evidence of facts essential to her cause of action which in a jury trial would require the issues to be submitted to the jury.

12. On January 2, 2007, Defendant and Plaintiff's counsel appeared at the Civil Call.

13. Plaintiff's attorney acknowledged the Motion for Summary Judgement.

14. The Court scheduled Pre-Trial Conference for January 24, 2007 at 2:30, at which time the motion would be addressed.

15. The Defendant informed the Court of the unanswered discovery pleadings, to which the Court advised the defendant it was not on the agenda and defendant would have to file sanction with regard to plaintiff's non-compliance.

16. On November 30, 2006, the Plaintiff filed yet another, all together new Complaint for Deficiency Judgement (Jury Trial Demanded), case 06-2002-CD.

Defendant was served said Complaint on December 29, 2006.

17. Defendant filed his Answer to said Complaint on January 2, 2007.

18. The Plaintiff's new Complaint and all the allegations contained within the same are all contained within the present case before the Court, to which the Plaintiff refuses to answer in Defendant's Discovery Pleadings.

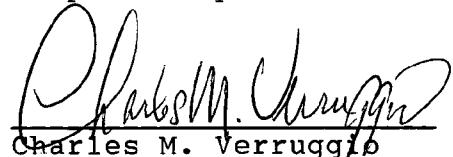
This Plaintiff now intends, it seems to me, to contest, delay, and convolute the already contested Court system with another frivolous and improper Complaint.

WHEREFORE the Defendant respectfully requests that this Honorable Court impose any and all appropriate sanctions upon any attorneys, law firms and parties that have violated any Pa.R.C.P. with regard to Discovery. In addition pursuant to and in accordance to the provisions of the Judicial Code, 42Pa.C.S., the Defendant respectfully requests the Honorable Court to provide additional relief from dilatory and frivolous proceedings: (1) Section 2503, relating to the rights of participants to receive counsel fees and (2) Section 8351 et seq. relating to wrongful use of civil proceedings; if

this Plaintiff, Julie Ann Kelleher, does not appropriately correct, amend or Answer the Defendant's Discovery Pleading served upon her on October 31, 2006 and November 1, 2006, within twenty-eight (28) days after service of this demand.

Further, an application for sanctions may be filed if the claim, allegations, contention or challenged documents, frivolously filed, are not withdrawn or appropriately corrected within twenty-eight (28) days after service of this written demand.

Respectfully Submitted,



Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA 15801  
(610) 733-4538

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

VS

CASE NO: 06-238-CD

CHARLES M. VERRUGGIO

DEFENDANT

---

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Defendant's Interrogatories Propounded to the Plaintiff; upon the person and in the manner indicated below, which service satisfies the requirements of the Pa. R.C.P. by depositing the same in the U.S. Mail, with 1st Class Postage prepaid as follows:

Patrick Lavelle  
25 East Park Avenue, Suite #4  
DuBois, PA 15801

BY: Charles M. Verruggio  
Charles M. Verruggio

Dated: October 31, 2006

Exhibit A

IN THE COURT OF COMMON PLEAS OF CLEA**BF**FIELD COUNTY

PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

vs

CASE NO: 06-238-CD

CHARLES M. VERRUGGIO

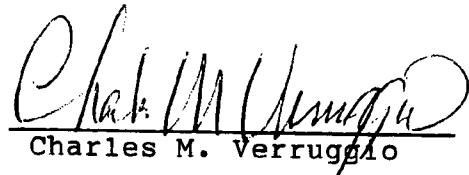
DEFENDANT

---

CERTIFICATE OF SERVICE

I hereby certify that I am on this day serving a copy of the foregoing instrument: PRODUCTION OF DOCUMENTS AND THINGS, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail, with 1st Class Postage prepaid as follows:

Patrick Lavelle  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

  
Charles M. Verruggio

Dated: November 1, 2006

Exhibit B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

vs

CASE NO: 06-238-CD

CHARLES M. VERRUGGIO

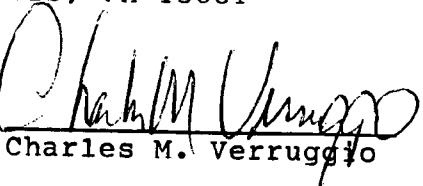
DEFENDANT

---

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy upon the person the person and in the manner indicated below of the foregoing instrument: Request for Admissions; Pa.R.C.P. 4014, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail, with 1st Class Postage prepaid as follows:

Patrick Lavelle  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

BY   
Charles M. Verruggio

Dated: November 1, 2006

Exhibit C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER  
Plaintiff

vs

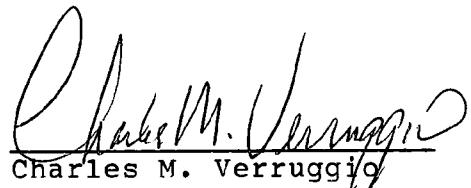
CHARLES M. VERRUGGIO  
Defendant

Case No: 06-2002-CD

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Preliminary Notice to File Motion for Sanctions, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail, with 1st Class Postage prepaid as follows:

Patrick Lavelle  
25 East Park Avenue  
Suite 4  
DuBois, PA15801

  
Charles M. Verruggio

Dated: January 3, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102200  
NO: 06-2002-CD  
SERVICE # 1 OF 1  
COMPLAINT FOR DEFICIENCY JUDGMENT

PLAINTIFF: JULIE ANN KELLEHER  
vs.  
DEFENDANT: CHARLES M. VERRUGGIO

SHERIFF RETURN

---

NOW, December 29, 2006 AT 3:00 PM SERVED THE WITHIN COMPLAINT FOR DEFICIENCY JUDGMENT ON CHARLES M. VERRUGGIO DEFENDANT AT 868 TREASURE LAKE (CAMPGROUND), DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CHARLES VERRUGGIO, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT FOR DEFICIENCY JUDGMENT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

FILED  
03/13/07  
MAR 08 2007

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	LABELLE	836	10.00
SHERIFF HAWKINS	LABELLE	836	69.12

Sworn to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 2007

So Answers,

*Chester A. Hawkins  
by Marly H. Harr*  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER  
Plaintiff

v.

**Type of Case:** CIVIL

2006-2002-CD  
No. ~~2002-2006~~ CD

CHARLES M. VERRUGGIO  
Defendant

**Type of Pleading:** RESPONSE  
TO DEFENDANT'S MOTION  
FOR SANCTIONS

**Filed on Behalf of:** PLAINTIFF

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

FILED

APR 12 2007

112:45 AM

William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT TO ATT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No.

CHARLES M. VERRUGGIO

Defendant

**RESPONSE TO DEFENDANT'S MOTION FOR SANCTIONS**

AND NOW comes the Plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within stated Response to the Defendant's Motion for Sanctions, averments in support of which are as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. Admitted.

5. Admitted.

6. Denied. By way of further response, defendant herein has asserted facts in the form of a response to the allegations of plaintiff's complaint.

Defendant has previously filed his answer to the plaintiff's complaint and may not supplement such response by denominating such a filing as a Motion for Sanctions.

7. . Denied. By way of further response, defendant herein has asserted facts in the form of a response to the allegations of plaintiff's complaint. Defendant has previously filed his answer to the plaintiff's complaint and may not supplement such response by denominating such a filing as a Motion for Sanctions.

8. Denied. By way of further response, defendant herein has asserted facts in the form of a response to the allegations of plaintiff's complaint. Defendant has previously filed his answer to the plaintiff's complaint and may not now supplement such response by denominating same as a Motion for Sanctions.

9. Denied. Defendant has filed his answer to the plaintiff's complaint. That document contains no new matter, nor any counterclaim, and as such there is no requirement that the plaintiff file any response to the defendant's answer.

10. Admitted.

11. . Denied. By way of further response, defendant herein has asserted facts in the form of a response to the allegations of plaintiff's complaint in another case. Defendant has previously filed his answer to the plaintiff's complaint in that case and may not now supplement such response by denominating same as a Motion for Sanctions in this case.

12. Denied. By way of further response, defendant herein has asserted facts in the form of a response to the allegations of plaintiff's complaint. Defendant has previously filed his answer to the plaintiff's complaint and may not now supplement his Answer by denominating same as a Motion for Sanctions.

13. The averments of the defendant's paragraph thirteen (13) amount to conclusions of law, and therefore no response is required. To the extent a response is necessary it is Denied.

14. Denied. By way of further response, plaintiff has asserted that the legal issues surrounding the repossession and subsequent resale of the subject vehicle were under the jurisdiction of the Florida courts, however, this is an action for a deficiency judgment on a note executed and delivered in Pennsylvania. The remainder of defendant's paragraph fourteen (14) amounts to factual pleading in response to the plaintiff's complaint and is improper pleading in support of the instant motion.

15. Denied. The issue to be resolved in Case No. 238-2006 CD is the Partition of Real Property. Said case has no connection to, nor is the issue of the repossession of a vehicle or a related deficiency judgment relevant to that case.

16. Plaintiff's submission of a letter brief was in conformance with the Court's order and accepted practice. The contents of that letter brief are self evident. As to whether the defendant refuted any fact alleged in the case at 238-2006 CD it is Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

17. Plaintiff is without sufficient knowledge or information to formulate a response to defendant's paragraph seventeen (17) and the averments therein are therefore Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

18. Plaintiff is without sufficient knowledge or information to formulate a response to defendant's paragraph eighteen (18) and the averments therein are therefore Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

19. Denied. Plaintiff has properly filed her complaint in this case, and the defendant has answered.

20. Plaintiff is without sufficient knowledge or information to formulate a response to defendant's paragraph twenty (20) and the averments therein are therefore Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

21. Defendant's paragraph twenty-one is a redundant pleading, and plaintiff has previously answered. (See *Response to paragraph nine (9)*).

22. Admitted.

23. Plaintiff is without sufficient knowledge or information to formulate a response to defendant's paragraph Twenty-Three (23) and the averments therein are therefore Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

24. Plaintiff is without sufficient knowledge or information to formulate a response to defendant's paragraph Twenty-Four (24) and the averments therein are therefore Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

25. Plaintiff is without sufficient knowledge or information to formulate a response to defendant's paragraph Twenty-Five (25) and the averments therein

are therefore Denied. By way of further response such pleading in support of the defendant's instant motion is improper.

WHEREFORE the plaintiff prays that this Honorable Court will deny the present Motion of the Defendant seeking Sanctions.

Respectfully Submitted,



Patrick Lavelle

Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 2002 – 2006 CD

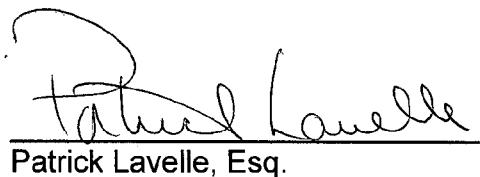
CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 11th day of April, 2007, I served a copy of the foregoing Response to Defendant's Motion for Sanctions, by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801



Patrick Lavelle  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

2006-2002-CQ

No. 2002-2006 CD

CHARLES M. VERRUGGIO

Defendant

**ORDER**

AND NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2007, it is hereby ORDERED  
and DECREED that the defendant's Motion for Sanctions and Case Dismissal is  
DENIED.

BY THE COURT

\_\_\_\_\_. J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

ORDER

AND NOW this \_\_\_\_ day of April, 2007, upon the Defendant's filing  
coming before the Court; Defendant's Motion for Sanctions  
Against the Plaintiff & Case Dismissal, it is the ORDER of this  
Court that a hearing is scheduled for argument on the \_\_\_\_ day of  
April, 2007, in Courtroom NO:\_\_\_\_, in the Clearfield County Court  
house, at: \_\_\_\_\_.  
(time)

BY THE COURT

---

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

ORDER

AND NOW this \_\_\_\_ day of April, 2007, upon the review and consideration of the Defendant's filing: Motion for Sanctions Against the Plaintiff & Case Dismissal, and all it's exhibits and attachments, it is hereby ORDERED and DECREED that the Defendant's Motion be Granted, Dismissing the above-referenced case 06-2002-CD. It is further ORDERED and DECREED that the following Sanctions be entered against the Plaintiff as follows:

, and that both be entered into the record of this case, and the case is to proceed in accordance with the Pa.R.C.P.

BY THE COURT

---

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

TYPE OF CASE: CIVIL ACTION

Plaintiff

CASE NO: 06-2002-CD

vs

CHARLES M. VERRUGGIO

TYPE OF PLEADING: DEFENDANT'S  
MOTION FOR SANCTIONS AGAINST  
PLAINTIFF & CASE DISMISSAL

Defendant

FILED ON BEHALF OF: DEFENDANT

FILED BY: DEFENDANT:  
CHARLES M. VERRUGGIO, pro se  
868 TREASURE LAKE  
DUBOIS, PA 15801  
(610) 733-4538

FILED

APR 12 2007

m 11:15 am  
William A. Shaw  
Prothonotary/Clerk of Courts

no C/C

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

NOTICE TO PLEAD

TO THE ABOVE REFERENCED PLAINTIFF:

You are hereby notified to plead to the enclosed instrument:  
Motion for Sanctions Against the Plaintiff & Case Dismissal,  
within twenty (20) days of service hereof of Sanctions and  
Dismissal may be entered against you.

  
\_\_\_\_\_  
Charles M. Verruggio  
Defendant, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

Case No: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

DEFENDANT'S MOTION FOR SANCTIONS AGAINST

PLAINTIFF & CASE DISMISSAL

AND NOW comes the Defendant, CHARLES M. VERRUGGIO, pro se, and files the within stated: Defendant's Motion For Sanctions Against Plaintiff & Dismissal, the facts in support of which are as follows:

1. Plaintiff filed Complaint for Deficiency Judgement on November 30, 2006.
2. Plaintiff did not serve Complaint upon the defendant until December 29, 2006.
3. Defendant Answered Complaint on January 2, 2007 in accordance with the Pa.R.C.P.
4. Defendant filed Preliminary Notice to File Motion for Sanctions on January 3, 2007. A copy of the face page of the original statement filed in this case, attested to and dated attached hereto as Exhibit G.
5. Plaintiff alleges in her complaint, the matter giving rise to said complaint was the repossession and subsequent sale of subject vehicle: 2003 Ford F350 Truck. [see paragraph 3 of complaint].
6. Contrary to the truth of the matter, and as is substantiated by competent verifiable documentation, the plaintiff alleges the vehicle was purchased by her for the defendant. [see paragraph (4) of complaint].

The truth of the matter is this: The vehicle, 2003 Ford F350 was part of the Planned Personal Relationship Investment Proposal Agreement and the Planned Personal Relationship both parties entered into on August 12, 2005, when they purchased the vehicle from Don Williams, a sales agent for Murray Ford, DuBois, PA. [note; the investment agreement and the personal relationship are incontrovertible].

7. The purchase of subject vehicle was a term, condition and promise each party made to the other, through the Investment Proposal. They purchased the vehicle with jointly combining their personal assets and no money was owed by either party to the other for said purchase.

8. Throughout the entirety of her complaint, plaintiff makes false, misleading and erroneous allegations to which the defendant has answered with competent documentation supporting his contentions. [see defendant's Answer, exhibits and attachments].

9. The plaintiff is in substantial non-compliance by her failure to respond to defendant's Answer within the Pa.R.C.P. requirement. It is well over three (3) months since the plaintiff was served defendant's Answer.

10. The plaintiff and the defendant are parties to another case in this Court's jurisdiction; Case 06-238-CD Partition of Real Property, filed by plaintiff on February 14, 2006.

11. The subject vehicle of this complaint, 06-2002-CD is also a matter of interest and a genuine issue of material fact in case 06-238-CD, as the vehicle represents a term, condition and promise of the Planned Personal Relationship Investment Proposal Agreement through its purchase and the plaintiff has alleged that because of the failure of the Planned Personal Relationship and its Investment Agreement, she seeks Partition of Real Property claiming she transferred to the defendant \$13,250.00

in four (4) equal payments of \$3,312.50, in consideration for defendant transferring the deed to his property, Lot 50, Section 8A, Five Fathoms Road, Treasure Lake, DuBois, PA. Which conveyance was simply a term, condition and promise of the Planned Personal Relationship Investment Proposal Agreement that did not involve any money due anyone for said transfer.

12. The plaintiff has now used the same four (4) checks in equal amounts of \$3,312.50 in support of her complaint 06-2002-CD, to obtain possession of the subject vehicle by fraudulently representing to Florida authorities that the four checks were for the purchase of vehicle, thereby avoiding arrest and prosecution for illegally removing subject vehicle from its location at: 4134 Mission Bell Drive, Boynton Beach, FL 33436 on or about December, 6, 2005.

13. The contention by plaintiff that the Planned Personal Relationship and its Investment Agreement has failed is simply a euphemism to avoid the harsh reality that she has in numerous ways Breached, violated and been non-compliant to the same, which breaches are addressed in defendant's Answer-Objection to plaintiff's Complaint for Deficiency Judgement.

14. Throughout the plaintiff's pleadings in case 06-238-CD, she has acknowledged the subject vehicle and has pleaded that repossession, the sale and any and all claims for damages or deficiencies are not within the jurisdiction of this Honorable Court. Further, she contends that any attempt at recovery should be addressed through the proper and appropriate Court, namely the Circuit Court of the 15th Judicial Circuit in and for Palm Beach County, Florida. Verification documented in the following pleadings by plaintiff in case 06-238-CD as follows:

(a) Motion in Limine, paragraph SIX (6). "THE FOLLOWING EXHIBITS LISTED BY DEFENDANT REFER TO INCIDENTS AND LEGAL PROCEEDINGS ARISING FROM

REPOSSESSION AND SUBSEQUENT SALE OF A MOTOR VEHICLE IN THE STATE OF FLORIDA, EXHIBITS NOS: 5, 15, 15A, 15B, 15C, 16, 16A, 38, 41, 42, 43, 44, 49, 50, 51, 52. PLAINTIFF OBJECTS TO THE INTRODUCTION OF THESE...",,,.

(b) Plaintiff's Response to Defendant's Motion for Summary Judgement and Brief in Opposition, paragraphs 2 (A) and 2 (B), in which plaintiff asserts she made payment to defendant for Lot 50, 8A, Five Fathoms Road contradicting what she alleges in case 06-2002-CD that the checks were what she submitted to authorities in Florida to repossess subject vehicle, ( Four checks \$3,312.50 ).[see exhibit "E", more fully described].

(c) Plaintiff acknowledges the existence, agreement to, the execution to and of certain terms, conditions and responsibilities of the Planned Personal Relationship Investment Proposal Agreement in the following:

- (1) Plaintiff's Response to Defendant's Summary Judgement Motion (see exhibit "E")
- (2) Letter to the Honorable Judge Paul E. Cherry dated March 1, 2007 ( see exhibit "C")

(d) Plaintiff's Motion for Summary Judgement, Paragraph SIX (6):  
"THE DEFENDANT HAS NOT ASSERTED OR ADVANCED ANY COUNTER CLAIMS IN THIS CASE." To the contrary, the defendant, in accordance to Pa.R.C.P. Rule 1021, Claim for Relief, in his Answer sought relief, filed on March 8, 2006. and further relief sought by defendant in accordance to Pa.R.C.P. Rule 1035.4 AFFIDAVIT, in his Praecept to Enter Default Judgement filed in May, 2005. [ see exhibit "D"].

(e) Plaintiff's Motion for Summary Judgement, paragraph SEVEN (7):  
THE DEFENDANT HAS NOT ASSERTED ANY AFFIRMATIVE DEFENSES AS 'NEW MATTER' IN THIS CASE,..."..."

To the contrary, the defendant filed a Motion New Matter, Long Arm- Statute: Change of Jurisdiction: Motion for Forum Non-Conveniens claiming relief under Rule 1021.

(f) Plaintiff, on June 11, 2006, filed Motion to Strike Defendant's

New Matter, et al, in which plaintiff devotes paragraphs SIX (6) through Thirteen (13) exclusively to the emphatic pleadings that jurisdiction in the Courts of Pennsylvania are inappropriate, improper and should only be heard and allowed in the only proper Court, that being the Court in the State of Florida, regarding the subject vehicle and any and all claims for relief. These assertions are in complete contradiction to the complaint plaintiff has filed here in Pennsylvania for a deficiency judgement, filed frivolously and only add to exacerbate, convolute, harass, delay the defendant and the ongoing case, 06-238-CD. Plaintiff's Motion to Strike Defendant's New Matter, et al. is more accurately described in Exhibit "F" attached hereto and incorporated as though the same were set forth fully herein. The Court agreed with Plaintiff, and Defendant's Motion striken.

(g) Plaintiff, on June 5, 2006, filed Motion to Strike Defendant's Praecipe for Default Judgement, where defendant sought relief for subject vehicle, Ford F350 Truck, and once again the plaintiff addressed the impropriety of jurisdiction within the state of Pennsylvania and insisted proper jurisdiction lies only within the authorities in the state of Florida. Plaintiff's Motion to Strike Default Judgement is more accurately described in Exhibit "D", attached hereto and incorporated as though the same were set forth fully herein. Court agreed, Default Judgement striken.

15. The Court, on March 12, 2007, has found that there is a material issue of fact as to the intent of the parties and as to the form of the Planned Personal Relationship Investment Proposal Agreement, and therefore has denied the defendant his Motion for Summary Judgement in case 06-238-CD. The case is awaiting scheduling for Jury Trial, to which case the subject vehicle is a relevant issue. The ORDERS of the Court dated March 12, 2007, for the P.P.R.I.P. and the return to Jury Trial scheduling are attached hereto as Exhibits, "A" & "B" respectively.

16. On march 1, 2007, the plaintiff's attorney, in response to the Court Order of February 22, 2007 to submit briefs in support of the parties motions, instead sent a letter in support of plaintiff summary judgement, in which he addressed, once again the subject vehicle of case 06-2002-CD, the P.P.R.I.P.A. and other terms, conditions and promises made to one another. In doing so, he made several unsupported allegations including but not limited to the following:

- (a) the four checks \$3,312.50 and the alleged purpose of each check.
- (b) the financial contributions to the Investment Proposal by each party.
- (c) the Doctrine of Merger and it's assumed validity.
- (d) the subject vehicle.

All the allegations were refuted by the defendant with verifiable documents supporting the defendant's case., 06-2002-CD that were raised there also.

17. All the plaintiff's attempts at avoidance and innuendo, to divert the true and appropriate issues and material facts of case 06-238-CD from the scrutiny of the Court regarding the Planned Personal Relationship and it's Investment Agreement have failed to expunge the genuine issues and the truth of this matter.

18. Further, on the heels of this ongoing case, 06-238-CD, the plaintiff chooses to file yet another inappropriate, improper and frivolous proceeding using the same four checks for the illicit purpose, namely, to gain ~~inequitable~~ damages and relief, which ~~xxx~~ in fact, would be inequitable.

19. The plaintiff has filed another improper Complaint, 06-2002-CD.

20. The plaintiff has previously filed motions in case 06-238-CD which contradict and invalidate any and all claims set forth in this Complaint.

21. The plaintiff has failed to comply with Pa.R.C.P. by failing to respond in a timely manner to defendant's Answer.

22. The plaintiff, through her attorney, has signed, verified, thereby certifying that the Complaint is not presented for an improper purpose,

to harass, or to cause unnecessary delay or to needlessly increase the cost of litigation. [Pa.R.C.P. Rule 1023 (c)].

23. Further, by plaintiff filing motions in case 06-238-CD, which emphatically state the jurisdiction for recovery of any damages in case 06-238-CD, would be improper, inappropriate in the Courts of Pennsylvania, it cannot be concluded that the complaint was not filed for an inappropriate and improper purpose and with frivolity; for such an action lacks an arguable basis either in law or in fact. NEITZKE V WILLIAMS, 490 U.S. 319, 109 S. Ct. 1827, 104 L. Ed. 2d 338 (1990).

24. Further, regarding the pending Jury Trial for case 06-238-CD, which contains the exact same material issues of genuine material fact that are contained within this complaint, that will be presented to the Jury; in no uncertain terms, and with clarity and unambiguity, reasonable minds cannot concur differently that this case, 06-2002-CD is presented for an improper purpose, to harass the defendant, and to unnecessarily increase the cost of this litigation to the defendant and to further delay, and congest the already burdened Court calender with frivolous filings.

25. Further, regarding the plaintiff's assertions that she used the same four checks, \$3,312.50, for multipul and unrelated purposes, i.e. to show authorities that removing the vehicle was legal knowing she was deceiving authorities; to obtain a valid title through the same deception; to allege their use was for lot 50, 8A, Treasure Lake consideration; and to label and issue the same four checks for their intended purpose, the completion of lot 687 in Cayman Landing, Treasure and the addition built by defendant as a term, condition and promise to the Planned Personal Relationship Investment Proposal Agreement: it cannot be reasonably concluded that the plaintiff did not initiate her complaints without premeditation, willfulness to deceive, harass and violate the P.P.R.I.P.A.

and the defendant with the intention of an improper purpose and to obtain relief and damages that were not rightfully hers to receive.

WHEREFORE. the Defendant, CHARLES M. VERRUGGIO, prays that this Honorable Court will impose the appropriate sanctions upon the Plaintiff, JULIE ANN KELLEHER, thereby ending the chronic, habitual, improper and frivolous filings and Order her to reimburse the defendant the costs relating to the necessary pleadings and their preparations, reviewing the Complaint and the and the service of the defendant's responsive pleading to the plaintiff's frivolous Complaint including any reasonable fees for research, review, preparation and service of the same by the defendant.

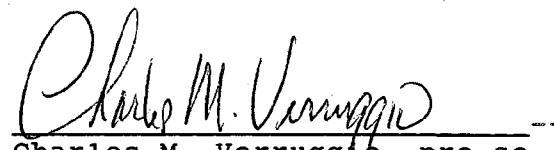
Further, the defendant prays this Honorable Court will Dismiss the plaintiff's case directing the plaintiff to reimburse the defendant the relief sought in his Answer to the Plaintiff's Complaint and any and all other remedies the Court should deem fair and just.

In the alternative, the defendant request that the Court direct this case to be incorporated with the ongoing case 06-238-CD, which is scheduled for Jury Trial List in the next Term of Court and which case addresses the exact same issues and facts contained in this Complaint, 06-2002-CD, thereby having both cases tried contemporaneously and allowing the Court calender relief from the redundancy of two trials for the same matter.

Finally, and in conclusion, the defendant respectfully requests this Honorable Court impose any and all appropriate sanctions upon any attorney law firm and parties that have violated the provisions of the Judicial Code, 42Pa.C.S. regarding dilatory and frivolous proceedings as follows: (1) Section 2503, relating to the rights of participants to receive counsel fees and, (2) Section 8351 et seq. relating to wrongful

use of civil proceedings, and to the Pa.R.C.P. Rules of Professional Conduct and the apparent violation to Rule 3.4 FAIRNESS and Rule 3.2 EXPEDITING LITIGATION, regarding any appropriate sanctions.

Respectfully submitted,



Charles M. Verruggio  
Charles M. Verruggio, pro se

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

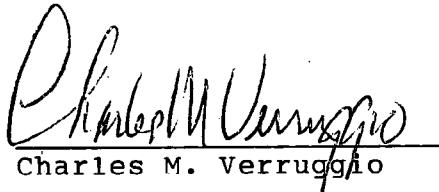
CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I certify that I am this day serving a copy of the foregoing instrument: Defendant's Motion for Sanctions Against Plaintiff [ Case Dismissal, to the person and in the manner indicated below, which service satisfies the Pa.R.C.P. requirements by depositing the same in the U.S. Mail with first class postage prepaid as follows:

Patrick Lavelle  
25 E. Park Avenue  
Suite 4  
DuBois, PA 15801

  
Charles M. Verruggio

Dated: April 10, 2007

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER :  
Plaintiff :  
-vs- : No. 06-238-CD  
CHARLES M. VERRUGGIO :  
Defendant :

ORDER

AND NOW, this 9<sup>th</sup> day of March, 2007, this Court finds that there is a material issue of fact as to the intent of the parties at the time of the conveyance of the deed and as to the form of the "Planned Personal Relationship Investment Proposal Agreement". Because this Court must look in the light most favorable to the non-moving parties, Defendant's Motion for Summary Judgment is hereby **DENIED**.

BY THE COURT:

*/s/ Paul E. Cherry*

PAUL CHERRY,  
JUDGE

I hereby certify this to be a true and accurate copy of the original statement filed in this case.

MAR 12 2007

Attest.

*William E. Cherry*  
Prothonotary/  
Clerk of Courts

- DEFENDANT EXHIBIT 'A' -

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER :  
Plaintiff :  
-vs- : No. 06-238-CD  
CHARLES M. VERRUGGIO :  
Defendant :

ORDER

AND NOW, this 9<sup>th</sup> day of March, 2007, this Court finds that Defendant has a Right to Trial by Jury and this case shall be continued until the next Term of Court for appropriate scheduling.

BY THE COURT:

/s/ Paul E. Cherry

PAUL CHERRY,  
JUDGE

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 12 2007

Attest.

*William L. Far*  
Prothonotary/  
Clerk of Courts

- DEFENDANT Exhibit "B" -

**Patrick Lavelle**  
**Attorney and Counselor at Law**

---

25 East Park Ave. Suite #4  
DuBois, Pennsylvania 15801

Phone: 814-371-2232  
Fax: 814-371-4480  
Email: lavelleesq@verizon.net

March 1, 2007

The Honorable Paul E. Cherry  
Judge of the Court of Common Pleas  
Clearfield County Courthouse  
230 E. Market St.  
Clearfield, PA. 16830

Re: Kelleher v. Verruggio  
Case No. 238 – 2006 CD

Dear Judge Cherry,

Please allow this correspondence to serve as the plaintiff's letter brief in support of her Motion for Summary Judgment which was previously filed in this case. The plaintiff has also previously filed her Brief in Opposition to the Defendant's Motion for Summary Judgment, and a copy of that Brief is included herein for your convenience.

First, with regards to the Plaintiff's Motion for Summary Judgment, it is clear that this case presents one, and only one issue for the court's consideration. That issue is whether the plaintiff possesses the requisite property rights in the subject property such that she is entitled to partition as a matter of law.

The source of the plaintiff's rights in the subject property may be determined with reference to the Deed to the property, which was properly executed and recorded in the records of Clearfield County as Instrument No. 200513431. The Deed was admittedly executed and recorded by the defendant. (See Defendant's Answer to Plaintiff's Complaint, and Transcript of Hearing held before the Court on February 22, 2007). The defendant has failed to plead any counter-claim cognizable under the Rules, or affirmative defense that would entitle him to challenge the validity of the deed at this point, i.e. fraud or illegality. Pa.R.C.P. 1556, and 1030. Any available defense which a litigant fails to assert in his/her response under the heading of New Matter is deemed to have been waived. Pa.R.C.P. 1030, See Also *Coldren v. Peterman*, 763 A.2d 905, 909 (Pa. Super. 2000), (affirmative defenses are compulsory and therefore must be timely pled in new matter or they are forever lost. ).

Further, the defendant has not plead any facts which challenge the present title of the plaintiff in the property, but asserts facts that impact only the prior agreement leading to the subject conveyance. That being the case, the relevance of those facts is determined with reference to the legal concept embodied in the "Doctrine of Merger".

The Defendant's pleadings and filings are replete with factual assertions and disputes regarding the success and/or failure of the parties' alleged "Planned Personal Relationship". The planned personal relationship included discussions and agreements between the parties with regards to numerous undertakings, including the conveyance of the property that is the subject of this case, some of which were accomplished, and

- DEFENDANT EXHIBIT 'C' -

some of which were not. The "plan" called for each of the parties to undertake certain responsibilities, with the financing to be provided by the plaintiff. This conclusion is supported by the fact that the plaintiff put up over \$13,000 in furtherance of the real estate portion of the plan, as well as over \$25,000 for a new vehicle which the couple intended to utilize in their plan. The defendant contributed no money at all. As the court will recall, this same explanation of the "planned personal relationship" was presented to the court by the plaintiff at oral argument on February 22, 2007, and was acknowledged by the defendant, or at least the defendant did not object to, respond to, or attempt to clarify the plaintiff's presentation.

The facts set out by the defendant present only an argument that the Deed for the subject property should be voided because of some perceived failure on the part of the plaintiff regarding the agreement leading to the conveyance. That argument is muted by the law of the Commonwealth as set forth in the "Doctrine of Merger" which states as a general rule that a purchase is consummated by the conveyance (Deed); after which the parties have no recourse to each other except for imposition or fraud, or upon the covenants in the deed *Kiec v. Sherrerd* 764 A.2d 39, 41 (Pa. 2001). As was previously stated, the defendant has not asserted any claim or defense sounding in fraud, and there are no covenants, nor reservations in the deed other than those reserved by previous grantors.

In light of the foregoing information, it would appear that the only remaining task is to determine the status of the plaintiff's title to the property. Reference to the Deed would reveal that at the time of the conveyance, the parties represented that they were husband and wife. However, reference to the Admissions of the plaintiff in discovery would reveal that the Plaintiff and defendant are not now, nor have they ever been married to each other. Recognizing that the law will not elevate form over substance, *McNeil v. Jordan*, 894 A.2d 1260, 1267 (Pa. 2006), the rights of the parties as determined with reference to the deed must be deemed to be consistent with a tenancy-in-common. See *Thornton v. Pierce*, 194 A. 897, 899 (Pa. 1937). Thus, the plaintiff having shown that she is a legal owner of the property as a tenant-in-common, as an incident to that co-tenancy she has an absolute right to partition. *Ramsey v. Taylor*, 668 A.2d 1147, 1149 (Pa. Super. 1995).

Defendant will argue that the plaintiff has asserted in her response to his Motion for Summary Judgment that there are genuine issues of material fact remaining in this case. However, in light of the explanation of the comprehensive nature of the "planned personal relationship" that plaintiff presented at oral argument, and the defendant's acquiescence in that explanation, it would appear that the issues of fact asserted by the defendant in his motion for summary judgment would have no relevance to the issue before the court, i.e. the plaintiff's right to partition. This would be true regardless of whether the plaintiff identified those facts as raising genuine factual issues.

The main issue of fact raised by defendant in his Motion for Summary Judgment is the propriety of the plaintiffs claim that the money exchanged between the parties amounts to consideration for the conveyance that is the subject of this case. Assuming *arguendo* that there is a factual dispute as to that issue, any argument on the issue would be rendered moot in light of the evidence of the comprehensive nature of the parties' agreement and the application of the Doctrine of Merger to the conveyance. Sure, all the money that the plaintiff provided to the defendant was not specifically earmarked for the conveyance of the subject property. However, in exchange for the

- DEF. EXHIBIT "C" -

money and other consideration from the plaintiff, the defendant was expected, *inter alia*, to convey the subject property as one part of his expected performance of the overall agreement. What is clear in this case is that the defendant did convey the property to himself and the plaintiff. Therefore, even if we were to proceed to resolve the issue of fact pertaining to the specific purpose and use of the plaintiff's contribution of money, reference to the overall agreement and expected performances of the parties' would show those facts regarding the money to be irrelevant to this conveyance in light of the Doctrine of Merger.

Regardless of the plaintiff's labeling of the defendant's arguments as issues of fact, in reality none of the factual issues raised by the defendant in his Motion for Summary Judgment are **material** issues with regards to this case. Whether the facts averred by the defendant could form the basis for some other cause of action is beyond the scope of this brief.

Therefore, with respect to the one and only issue before the Court in this case, the plaintiff asserts that there are no remaining genuine issues of **material** fact, that she has rights in the subject property as a tenant-in-common, and based upon those property rights that she is entitled to Summary Judgment on the issue of Partition as a matter of law.

Sincerely,



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**Type of Case:** CIVIL ACTION -  
PARTITION

**No. 238-2006 CD**

CHARLES M. VERRUGGIO

Defendant

**Type of Pleading:** Motion to  
Strike Defendant's Praeclipe for  
Default Judgment

**Filed on Behalf of:** PLAINTIFF

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 05 2006

Attest.

*Julie A. Kelleher*  
Prothonotary/  
Clerk of Courts

■ ■ ■  
- DEFENDANT EXHIBIT "D" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 238-2006 CD

CHARLES M. VERRUGGIO

Defendant

**MOTION TO STRIKE DEFENDANT'S PRAECIPE FOR DEFAULT JUDGMENT**

AND NOW comes the plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within stated Motion to Strike Defendant's Praecipe for Default Judgment, the facts in support of which are as follows:

1. The instant action was filed by the plaintiff against the defendant setting forth a cause of action sounding in Partition.
2. Plaintiff filed her complaint, in conformance with the *Pa. R.C.P.*, *Rule 1551 et seq.*, on February 14, 2006.
3. The defendant answered the Complaint, admitting some of the averments of the complaint, and denying generally the remaining averments.
4. The defendant's Answer contained nothing that could be construed as a properly plead counter claim, and the answer contained no Notice to Plead.

- DEF. EXHIBIT D -

5. As was previously stated, the *Pa. Rules of Civil Procedure* set forth the procedure governing actions for Partition of Real Property, including anticipated counterclaims in such actions.

6. *Rules 1551 and 1552* would seem limit both claims and counter claims to actions for Partition of any and all property in which the plaintiff and defendant are co-tenants.

7. Defendant's answer also contained paragraphs three (3) through eight (8) which amount to an explanation, with reference to an unexecuted agreement, stating why the plaintiff was not entitled to relief as requested.

8. It is not clear as to the purpose of the defendant's averments contained in paragraphs three (3) through ten (10) of his answer.

9. Said averments may not be taken as Preliminary Objections, as the defendant has waived any preliminary objections to the plaintiff's complaint in the presence of his Answer to the plaintiff's averments contained in paragraphs one (1) through two (2) of his answer.

10. Further, plaintiff pleading seeks to assert a claim for the return of a vehicle which was repossessed by the plaintiff as lien holder.

11. The repossession occurred in the State of Florida, and the subsequent sale of the repossessed vehicle was sanctioned by the State of Florida through the issuance by that State of a valid Florida Motor Vehicle Title.

12. Jurisdiction over that matter lies with the courts of the State of Florida.

13. The defendant had previously been informed of that fact by plaintiff's counsel, and defendant subsequently filed and served a complaint in replevin against the plaintiff, seeking the return of the truck, and that action is presently pending in the courts of Palm Beach County, Florida.

14. The defendant's pleading may be seen as New Matter asserting a defense to the plaintiff's action for partition based upon a breach of an oral agreement.

15. Even if such were the case, the presence of a defense alone does not amount to the advancement of a claim upon which the court could grant relief.

16. The rights of the parties in an action for the partition of real property are determined by reference to the Deed effecting the conveyance.

17. Any pre-existing agreement leading to the conveyance merges with the Deed at the time of the conveyance.

18. Defendant has not averred the existence of any fraud which might have induced him to contract for and execute the conveyance of real property, nor has he produced any writing signed by and/or enforceable against the plaintiff evidencing the alleged agreement.

19. The defendant has not, in any manner set forth a claim against the plaintiff upon which the court could grant relief.

20. By way of speculation, the defendant could have mistaken his present filing for a Motion for Judgment on the Pleadings, however based on this filing the plaintiff should not be held to have assumed such a conclusion.

18. By way of speculation, the defendant could have mistaken his present filing for a Motion for Summary Judgment, however based on this filing the plaintiff should not be held to have assumed such a conclusion.

20. The defendant has not advanced any claim against the plaintiff, either through a complaint or a cognizable counter claim for which he may seek a default judgment.

WHEREFORE the plaintiff prays that this honorable court will strike the defendant's Praeclipe for the Entry of Default Judgment and all of its exhibits and attachments.

Respectfully Submitted,

Patrick Lavelle, Esq.  
Counsel for the Plaintiff

Patrick Lavelle, Esq.  
Counsel for the Plaintiff

- DEFENDANT EXHIBIT "D" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 238-2006 CD

CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 1<sup>st</sup> day of June, 2006, I served a copy of the foregoing Petition to Withdraw Bench Warrant and Reinstate Bail, by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

DEFENDANT EXHIBIT "D" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**No. 238-2006 CD**

CHARLES M. VERRUGGIO

Defendant

**RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

AND NOW comes the plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within stated Response to the Defendant's Motion for Summary Judgment.

1. With respect to the Defendant's averment that there are no genuine issues of material fact remaining in this case, it is Denied. By way of further response, reference to Defendant's present Motion in paragraph 2(b), wherein the defendant challenges the propriety and accuracy of the plaintiff's factual pleadings, indicates conclusively the existence of genuine factual issues remaining in this case, resolution of which are entirely within the province of a jury, and the existence of which precludes the grant of summary judgment.

2. (a) Admitted that Plaintiff has filed a complaint in Partition.  
(b) Plaintiff incorporates her response set forth in paragraph one (1) above, the same as though set forth fully herein.

**-DEFENDANT EXHIBIT "E" -**

(A) Denied. On the contrary, Plaintiff has plead facts in her complaint which assert that the payments she made to the defendant, regardless of notations as to purpose, were paid in consideration of the conveyance of real property to the plaintiff by the defendant, and said conveyance did in fact occur. The defendant's denial of such factual averments amounts to an admission as to the existence of a genuine issue of material fact with respect to that issue. The resolution of such factual issues is within the sole province of a jury, and their existence precludes the grant of summary judgment in this case.

(B) Denied. On the contrary, Plaintiff has plead facts in her complaint which assert that the payments she made to the defendant were paid as part of the consideration for the conveyance of real property to the plaintiff by the defendant. Said conveyance did in fact occur as evidenced by the Deed executed by the defendant, recorded in the records of Clearfield County, and made part of the Plaintiff's complaint. The defendant's stated denial of plaintiff's factual averments does not operate to negate plaintiff's factual averments. An averment of fact by a plaintiff in a complaint, followed by a denial of that fact by the defendant in an answer typifies the purpose of such pleadings, i.e. to identify the "genuine issues of material fact" which are germane to any given case. Thus, by advancing the assertions in his paragraph 2(B), the defendant is admitting that genuine issues of fact remain to be resolved in this case. The resolution of those issues is within the sole province of a jury and their existence precludes the grant of Summary Judgment.

████████████████████  
- DEFENDANT EXHIBIT "E" -

(C ) Denied. To the contrary, Defendant has not plead any counter claim sounding in Breach of Contract, no does the existence or non-existence of some other agreement unrelated to the conveyance of an interest in real property relate in any way to the plaintiff's cause of action for Partition of Real Property.

3. Paragraph three (3) requires no answer as it amounts to nothing more than a statement attesting to the fact that the defendant filed an answer to the plaintiff's complaint.

4(a). Denied. To the extent this paragraph attempts to raise issues in the form of Preliminary Objections, such were waived with the filing of defendants' answer. To the extent that this paragraph attempts to characterize the factual averments of the plaintiff's complaint as fraudulent, it amounts to a challenge to the facts which creates an issue of fact for the jury precluding summary judgment in this case.

5(a) Denied. This paragraph appears to be a motion to compel discovery responses. If in fact discovery is not complete as appears to be indicated in defendant's motion, then it his motion for summary judgment is premature and should be stricken. *Pa.R.C.P, Rule 1035.2(1)* provides for discovery as a method to establish any remaining genuine issue of material fact. In this case, in the absence of responses to the discovery he seeks, the defendant cannot state with any degree of certainty that the factual issues inherent in the pleadings are not supported by the evidence of record. Failure of party to answer discovery prior to a motion to compel cannot be the basis for a grant of summary judgment.

5(b) Denied.

6. Denied. Plaintiff hereby incorporates her response to paragraph 5(a) above the same as though set forth fully herein.

WHEREFORE for all of the foregoing, the plaintiff prays that this honorable court will deny the defendant's Motion for Summary Judgment.

Respectfully Submitted



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

DEF. EXHIBIT "E"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

**Plaintiff**

v.

**Type of Case: CIVIL ACTION -  
PARTITION**

No. 238-2006 CD

## CHARLES M. VERRUGGIO

**Defendant**

**Type of Pleading:** Motion to Strike Defendant's New Matter, et al.

**Filed on Behalf of: PLAINTIFF**

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

- DEFENDANT EXHIBIT "F" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**No. 238-2006 CD**

CHARLES M. VERRUGGIO

Defendant

**MOTION TO STRIKE DEFENDANT'S NEW MATTER, ET AL.**

AND NOW comes the plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within stated Motion to Strike Defendant's New Matter, et al., averments in support of which are as follows:

1. The defendant has filed his pleading entitled New Matter Long Arm Statute: Change of Jurisdiction: Motion for Forum Non-Conveniens, & Case Management Conference.
2. Included in the Fifty (50) paragraph pleading are *inter alia* averments which would appear to be in the nature of preliminary objections.
3. Defendant has already filed his response to the plaintiff's complaint in the form of an answer, filed on March 8, 2006.
4. To the extent that any of the defendant's present averments in the form of preliminary objections relate to the case sub judice, they have been waived.

5. The case presently before the court is one sounding in partition of real property.

6. Included in defendant's present pleading, in addition to numerous paragraphs averring purported facts and summarizing the procedural history of the case, are references to an action in replevin which the defendant chose to file in the state courts of Palm Beach County, Florida.

7. The subject matter of the Florida replevin action involves the sale of a motor vehicle in Florida following the repossession of the vehicle in Florida by the lienholder, the plaintiff in this case.

8. The defendant, by his present pleadings, is apparently seeking to have the Court in Clearfield County, Pennsylvania somehow exercise jurisdiction over that Florida matter and arbitrarily transfer the case from the Florida courts under some unexplained theory of *forum non conveniens*.

9. The legal action arising from the sale of the auto is totally unrelated to the instant action for Partition of Real Property.

10. Subject matter jurisdiction with regards to the issue of the repossession and subsequent resale of the auto rests with the Florida courts.

11. The subject vehicle was sold after the vehicle was repossessed in Florida, and following the investigation of the repossession by the Palm Beach County Sheriff's department.

12. The subsequent sale of the vehicle was made by assignment executed on a Florida motor vehicle title which was issued to the lienholder by

the Florida Bureau of Motor Vehicles, based upon the results of the investigation conducted by the Palm Beach County Sheriff's department.

12. Even assuming arguendo that the vehicle case was somehow relevant to the plaintiff's present action for Partition, it is well settled law that the parties to an action may not impose subject matter jurisdiction on the court by agreement, or under some theory of *forum non conveniens*.

11. Further, the plaintiff avers that the defendant has filed his case in Florida, and that she has filed her answer and her Motion to Dismiss, and that the defendant here has filed his response to the Motion to Dismiss.

12. The plaintiff avers that no objection to the subject matter jurisdiction of the Florida court has been raised by either party in that case, or by the Florida court *sua sponte*.

13. Finally, the plaintiff is unaware of any procedural method by which the Courts of Pennsylvania may divest the courts of Florida of their jurisdiction over that case based upon a motion to do so filed in Pennsylvania by the plaintiff in that case, the defendant here.

WHEREFORE the plaintiff prays that this Honorable Court will grant her Motion and Strike the defendant's present pleading from the record.

Respectfully Submitted,

  
\_\_\_\_\_  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

## JULIE ANN KELLEHER

**Plaintiff**

1

No. 238-2006 CD

## CHARLES M. VERRUGGIO

**Defendant**

## CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 11<sup>th</sup> day of July, 2006, I served a copy of the foregoing Motion to Strike Defendant's New Matter, et al., by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

Patrick Lavelle  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**No. 238-2006 CD**

CHARLES M. VERRUGGIO

Defendant

**ORDER**

AND NOW this \_\_\_\_ day of \_\_\_\_\_, 2006, upon consideration of the Motion of the Plaintiff to Strike the Defendant's New Matter, et al., it is hereby ORDERED and DECREED that the Plaintiff's Motion is granted, and the defendant's pleading entitled New Matter Long Arm Statute: Change of Jurisdiction: Motion for Forum Non-Conveniens, & Case Management Conference and all of its exhibits and attachments are hereby stricken from the record of this case.

BY THE COURT

\_\_\_\_\_  
J.

████████████████████  
- DEF. EXHIBIT "F" -

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

PLAINTIFF

VS

CHARLES M. VERRUGGIO

DEFENDANT

TYPE OF CASE: CIVIL

CASE NO: 06-2006-CD

TYPE OF PLEADING: PRELIMINARY  
NOTICE TO FILE MOTION FOR  
SANCTIONS

FILED ON BEHALF OF: DEFENDANT

FILED BY:

DEFENDANT: CHARLES M.  
VERRUGGIO, 868 TREASURE LAKE  
DuBOIS, PA 15801  
(610) 733-4538

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JAN 03 2007

Attest.

*William J. Froehling*  
Clerk of Courts

-DEFENDANT EXHIBIT "G"-

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

TYPE OF CASE: CIVIL ACTION

Plaintiff

CASE NO: 06-2002-CD

vs

CHARLES M. VERRUGGIO

TYPE OF PLEADING: INTERROGATORIES  
PROPOUNDED TO PLAINTIFF- REQUESTS  
FOR DOCUMENTS-REQUEST ADMISSIONS  
FILED ON BEHALF OF: DEFENDANT

Defendant

FILED BY: DEFENDANT, pro se  
CHARLES M. VERRUGGIO  
868 TREASURE LAKE  
DuBOIS, PA 15801  
(814) 771-4493 Phone  
(570) 829-0320 Fax

CASE NO: 06-2002-CD DISCOVERY

FILED NOCC  
MAY 23 2007 (K)

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

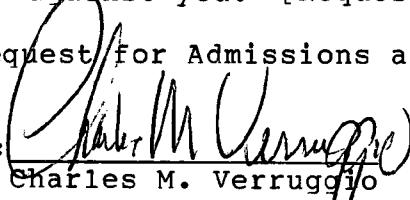
Defendant

NOTICE TO PEEAD

TO THE ABOVE NAMED PLAINTIFF:

You are hereby notified to plead to the enclosed: Interrogatories Propounded to the Plaintiff, within thirty (30) days from service hereof or a Judgement may be entered against you. [Request for Production of Documents and Things & Request for Admissions also enclosed].

BY:

  
Charles M. Verruggio

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

DEFENDANT'S INTERROGATORIES PROPOUNDED TO PLAINTIFF UNDER PA  
RULES OF CIVIL PROCEDURE: RULE 4005, RULE 4006(a)(1), RULE 4006 (2),  
& RULE 4003.1(a), (b) & (c)

AND NOW comes Defendant, CHARLES M. VERRUGGIO, pro se, and files  
the within stated: Interrogatories, to be answered by the Plaintiff,  
Julie Ann Kelleher, as follows:

1. State the names and addresses of all persons known to you or your  
representatives who have any knowledge concerning the facts involved  
in this litigation, pursuant to Pa.R.C.P. 4005.(c).
2. State by date, item and description, all of the following which  
you have knowledge and bear on the issues raised in this litigation:  
Papers, documents, letters receipts, telegrams, records, books, cor-  
respondence, writings, hand-written letters, transcripts, certifications,  
and other evidence reduceable to written form.

3. State which of those items set forth in answer to Interrogatory NO: Two (2), are in your possession.

4. Will you permit the Defendant to examine and copy those items identified in answer to Interrogatory NO: Two (2) which are in your possession without an Order of the Court?

~~DOXXED~~

5. Do you have any documents in your possession or know of any custodial person having any documents pertaining to the issues raised in your original Complaint for Deficiency Judgement paragraphs NOS: Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Fourteen (14), Fifteen (15) & Sixteen (16), and if so,

(a) identify each document, i.e. purchase agreement for subject vehicle, cancelled checks relevant to the complaint issues, statutorily required and procedural notices, notices of alleged repossession or about December 10, 2005, certification notices from Palm Beach County Sheriff's Office, certifications to the Florida Bureau of Motor Vehicle to obtain title to subject vehicle other than that from PBC Sheriff.

(b) If any written records were made in reference to the above state the present location of same and the names/addresses of custodians.

6. At the time you allegedly repossessed subject vehicle, Ford F-350 Truck, (VIN) 1FTSW31S33EB59420, did you have any pertinent legal documentation relevant to the repossession from either the State of Florida compliant with the Florida R.C.P. governing repossession of a vehicle, or the state of Pennsylvania in compliance with and pursuant to Pa.R.C.P. §§ 1131, 1132.1~~a~~(1), 1132.1(2), 1132.1(3), (b), (c), or ~~(d)~~(d). §1136, §1137, §1137(a), 1137(a)(4), 1137(a)(4)(i), 1137(a)(4)(ii), governing lienholders responsibilities relevant to notification, perfection of security interest, security agreements and indebtedness secured by security agreement, and if so,

(a) identify each document and the custodian of any written records and the address of the requested documents/custodians thereof.

7. Are you a litigant in any legal Court dispute in the state of Florida with the defendant, Charles M. Verruggio, relevant to the subject vehicle in this dispute, the Ford F-350 Truck, and if so, state:

- (a) the nature of the litigation
- (b) in what county and what jurisdiction the dispute is located
- (c) what the status of the case is at the present time.
- (d) what is your status/interest in the complaint
- (e) what type of case is it and when was it filed
- (f) did you file an answer to the complaint, and if so, when did you file said answer and what was the contents of your answer.

7A. Are you a litigant in any of the following cases: 06-238-CD in Clearfield Co., PA; 06-2002-CD Clearfield Co., PA; 07-305-CD Clearfield Co., PA; 1654 CA-AF in Palm Beach CO., FL; 4D07-547 P.B.C., FL; and if so, state: Type of case; Case status; your litigant status;

8. As your duty as an alleged lien holder, as is stated in paragraph Six (6) of your deficiency Judgement that you are a lien holder, did you disclose any pertinent information as to the alleged loan agreement you possess and the indebtedness of the defendant secured by the agreement, as is required by the Pa.R.C.P., and if so,

- (a) identify each disclosure requirement
- (b) to any written records in reference to the above, state the present location of same and the names/address of the custodian thereof.

9. Was the purchase of the subject vehicle that you have alleged in paragraph Four (4) of your Deficiency Judgement; was purchased for the defendant, Charles M. Verruggio, pursuant to any agreement and in compliance to terms, conditions, and promises stipulated in agreement that you and the defendant entered into, and if so, state

(a) if, in fact, the agreement was the Planned Personal Relationship Agreement Investment Proposal you entered into with the defendant, on August 12, 2005, when the defendant purchased the subject vehicle from Murray Ford located in DuBois, PA

(b) was the subject vehicle a term, condition and promise of the Planned Personal Investment Agreement, to be purchased by the defendant for both parties of the agreement and used to accomodate the hauling of defendant's Fifth Wheel RV, 1993 Carlile on the parties journey across the U.S.A. & Mexico.

10. Did you write to the defendant and request him to respond to your letter dated: July 27, 2005, which letter asked him to respond to "Plan B" or for him to propose , "Plan C", to the Planned Personal Relationship , and if so,

(a) did the defendant respond to your request with the Planned Personal Relationship Investment Proposal Agreement

(b) what were the terms, conditions and promises made in the Investment Agreement

(c) Do you have the original or a copy of the Planned Personal

Relationship Investment Proposal Agreement in your possession, and if not, do you know of anyone in possession of the same, if so,

(a) identify the present location of the Agreement and the name and address of the custodian thereof.

11. Did the defendant transfer his property described as Lot 50, Section 8A, Five Fathoms Road, Treasure Lake, DuBois, PA 15801, from himself to himself and you, the plaintiff, Julie Ann Kelleher, as a term, condition and promise made in the Planned Personal Investment Agreement, and if so,

(a) when did the transfer take place  
(b) do you have a copy of the transferred deed in your possession.  
(c) have you been compliant to your obligation to the transferred property regarding assessments and other financial responsibilities.

12. Did you furnish to the defendant Four Checks in equal amounts of \$3,312.50, each of which were noted; "PERSONAL LOAN-CAYMAN LANDING", as a term, condition and promise of the Planned Personal Relationship Investment Proposal Agreement as a partial payment to complete the

addition at the property of the defendant known as; 687 Cayman Landing Treasure Lake, DuBois, PA 15801, which completion was part of the Investment Agreement you and the defendant entered into on August 12, 2005, when he purchased the subject vehicle from Murray Ford, and if so,

(a) did you use the same four (4) checks for the purpose of producing documentation to the Palm Beach County Sheriff during the investigation surrounding the stolen vehicle/repossession incident that occurred on December 7, 2005.

(b) did you request copies of the four checks from your financial institution on December 6, 2005, from your checking account number 005483811303, checks #s 176, 798, 799 & 800 , drawn on Bank of America

(c) state the present location of said check copies and the name and address of the custodian thereof.

13. It is indicated in paragraph four (4) of your Deficiency Judgement that you purchased the vehicle for the defendant on August 12, 2005 at Murray Ford, if so, state:

(a) what was the purchase price

(b) what was the amount of the trade-in value applied to the purchase price.

(c) who supplied the personal property trade-in vehicle, and what, in fact, was the trade-in vehicle

(d) was anyone listed on the title certification papers at the time of purchase as a "Lienholder", if so, what is the name and address

of the listed "Lienholder"

(e) at the time of purchase, who was listed as the rightful owner of the subject vehicle, on the purchase agreement.

(f) what was your physical address and location on August 12, 2005, when you allegedly purchased said vehicle.

(g) what is the physical address and location of Murray Ford, where the subject vehicle was purchased.

(h) what is the name and address of the Murray Ford sales agent that handled the sale of the subject vehicle.

(i) was the money you provided as partial payment for the subject vehicle, provided to the defendant, Charles M. Verruggio, as the recipient/payee of partial payment, and if not, who was provided with the partial payment of subject vehicle, named as recipient/payee.

(j) how was the partial payment for the purchase of subject vehicle transferred to Murray Ford to complete the purchase.

(k) who paid and provided for the required insurance coverage for the subject vehicle at the time of purchase and at all times subsequent to the sale.

(l) identify any written record of purchase agreement for subject vehicle and the name and address of the custodian and location of same.

14. Was the signed and notarized writing of the defendant, dated Sept. 29, 2005, provided to you by the defendant to secure an alleged loan in made to the defendant for \$28,000.00, as you indicate in paragraph Seven (7) of your Deficiency Judgement, and if so, state:

(a) identify the loan contract agreement produced for the alleged loan you made to the defendant in the amount of \$28,000.000

(b) When and where was the loan agreement prepared and executed

(c) what are the terms and conditions pertaining to the security agreement and the indebtedness secured by the agreement pursuant to Pa.R.C.P. §1136

(d) did you file for the perfection of a security interest in subject vehicle pursuant to and in compliance with Pa.R.C.P. §1132.1 (all inclusive) and obtain the necessary "Miscellaneous Motor Vehicle Business" registration plate, for your alleged repossession, pursuant to and in compliance with Pa.R.C.P. §1337(a) & §1337(a)(4)(i) & §1337(a)(4)(ii)

(e) did you file in the state of Florida for any perfection of security interest in subject vehicle or obtain any necessary registration plate pursuant to ~~comparable~~ comparable rules in accordance with the Florida r.c.p. for the repossession of a motor vehicle.

(f) did you provide proper notification to the defendant required by either the Pa.R.C.P. or the Florida R.C.P. regarding the alleged

repossession you undertook on or about December 10, 2005, as you state in paragraph Nine (9) of your Deficiency Judgement Complaint

(g) identify each document you filed in reference to the above stated Interrogatory # 14, A through F and state the present location of the same and the names and addresses of the custodian~~s~~ thereof.

15. Have you filed for a Deficiency Judgement in the state of Florida, county of West Palm Beach, where the alleged repossession took place on December 10, 2005, in the appropriate jurisdiction for the same, if so state:

(a) Appropriate Jurisdiction and the type of filing

16. Did you provide the Palm Beach County Sheriff's Office the proper and appropriate documentation for the alleged repossession.

And if so, state:

- (a) what proper and appropriate documentation was provided
- (b) state the present location of such documents and the names and addresses of the persons having custody thereof.

17. If you did not file for a Deficiency Judgement in the only appropriate jurisdiction where the alleged repossession occurred and where you are actively engaged in litigation with the defendant involving the same issues of the filing for Deficiency Judgement in the state of Pennsylvania, namely, the subject vehicle, 2003 F-350 Ford Truck, in a case filed in Replevin, then explain:

- (a) why you filed for Deficiency Judgement in an improper and inappropriate jurisdiction in Clearfield County, Pennsylvania.

18. What documentation did you provide to the P.B.C Sheriff during the investigation of theft of subject vehicle that prompted them to certify to the Florida Bureau of Motor Vehicles that the vehicle had been lawfully repossessed; identify:

- (a) the documentation and provide the present location of such documents and the names and addresses of the persons having custody.

19. What documentation did you provide to the Florida Bureau of Motor Vehicles to convince them the subject vehicle had been lawfully repossessed, i.e. security loan agreement, perfection of security interest agreement or any other document appropriate for proof under either Pa.R.C.P. or Florida R.C.P. governing repossession, give

(a) present location of such documents and the names and addresses of the persons having custody thereof.

The plaintiff has thirty (30) days from service of the enclosed Interrogatories to provide Answers, in accordance with Pa.R.C.P. ~~XXXXXXX~~ 4006 (a)(1) & ~~XXXXXXX~~ 4006(2), and shall be signed by the person making them, and verification of the same by said person:

VERIFICATION:RULE 1024

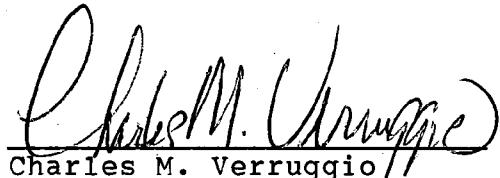
I, Julie Ann Kelleher, Plaintiff in the case, do hereby verify that all of the foregoing ANSWERS to the INTERROGATORIES set forth in the filing have been answered personally by me and signed by me. Further, they are true and correct to the best of my knowledge, information and belief. I make this verification with knowledge and understanding of the provisions of 18 Pa.C.S.A. §4904(Unsworn Falsification to Authorities) [Interrogatories One Through Twenty-One; (1-21).].

---

Julie Ann Kelleher  
Plaintiff

[Note: Use additional sheets if necessary, for your answers].

These INTERROGATORIES have been prepared by the Defendant, Charles M. Verruggio.



Charles M. Verruggio  
Defendant, pro se  
868 Treasure Lake  
DuBois, PA 15801  
(814) 771-4493

DEFENDANT'S INTERROGATORIES TO PLAINTIFF: NO: (20) & (21).

20. Did you serve the defendant a pleading in your case: 06-238-CD captioned: Motion to Strike Defendant's Praeclipe for Default Judgement on June 1, 2006, and if so state:

(a) were the averments in paragraphs (10), (11), (12) & (13) pertaining to the subject vehicle of this Complaint for Deficiency Judgement

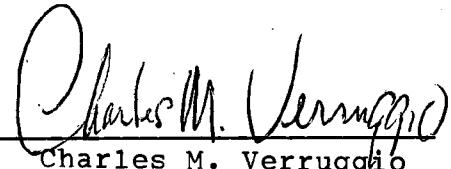
(b) were you served with a Complaint-Replevin by the defendant as was alleged in your Motion to Strike, if so, when

(c) was the Replevin to recover the subject vehicle of this Complaint for Deficiency Judgement: Ford F-350 2003 Truck.

(d) what was the Court Order decision of June 7, 2006

21. Did your attorney, Patrick Lavelle, send a letter, dated May 2, 2006, to the defendant: Re; Case: 06-238-CD, which addressed the subject vehicle of this case (vehicle also issue in 06-238-CD), if so:

(a) the intention, nature and contents in paragraphs (2), (3) and (4) of said letter.



Prepared by: Charles M. Verruggio

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

TYPE OF CASE: CIVIL ACTION

Plaintiff

CASE NO.: 06-2002-CD

vs

Type of Pleading; Request for  
Production of Documents and  
Things

CHARLES M. VERRUGGIO

Defendant

FILED ON BEHALF OF: DEFENDANT

FILED BY: DEFENDANT, pro se  
CHARLES M. VERRUGGIO  
868 TREASURE LAKE  
DuBOIS, PA 15801  
(814) 771-4493

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

DEFENDANT'S REQUEST UPON A PARTY FOR PRODUCTION OF  
DOCUMENTS AND THINGS RULE 4009.11

AND NOW COMES, Defendant CHARLES M. VERRUGGIO, pro se, and files the within stated: Request for Documents and Things, pursuant to PaR.C.P. 4009.1, 4009.11 and 4009.12, and requests from the plaintiff, to produce the following documents as follows:

1. With reference to plaintiff's Complaint for Deficiency Judgement paragraph Four (4), the defendant requests the production of the Purchase Agreement plaintiff alleges she purchased for the defendant on August 12, 2005, at Murray Ford located in DuBois, PA the subject vehicle: Ford F-350, 2003 Truck, VIN 1FTSW31S33EB59420, so the defendant may inspect and copy said document.
2. With reference to plaintiff's paragraph Five of Complaint, the production of the document plaintiff alleges she gave to the defendant for the purchase of the subject vehicle, namely \$28,303.60.
3. With reference to paragraph Eight (8) of Complaint the defendant requests the production of the Loan Agreement Contract the plaintiff alleges the defendant failed to make payment to for the \$28,303.60 she allegedly loan to defendant to purchase subject vehicle for him.

4. With reference to paragraph Seven (7) of Complaint; the production of the signed and notarized writing with the attached letter indicating defendant's intention to grant a lien to secure the alleged loan the plaintiff made to the defendant to purchase subject vehicle.

5. With reference to paragraph Four (4) of Complaint, the defendant requests the Planned Personal Relationship Investment Proposal Agreement the defendant and plaintiff entered into on August 12, 2005, when the purchase of subject vehicle was executed as a term, condition and promise stipulated in said Agreement that was orally consented to as well as consented to in writing by both parties.

6. With reference to paragraph Nine (9) of Complaint, the following:

(a) Appropriate legally required documentation for the lawful repossession of subject vehicle as demanded by the Pennsylvania Bureau of Motor Vehicles, i.e.; repossession forms, affidavits, preliminary notice forms.

(b) the same documentation for the lawful repossession in the state of Florida required by the Florida Bureau of Motor Vehicles; repossession forms, notices, affidavits.

(c) appropriate legally required documentation necessary for lawful repossession of subject vehicle in Pennsylvania under the Pa.R.C.P. § 1131, §1132 [all inclusive], §1136, §1137, §1337(a), §1337(a)(4)(i) & §1337(a)(4)(ii).

(d) appropriate legally required documentation necessary for lawful repossession under the Florida Rules Of Civil Procedure governing repossession and, ~~XXXXXXXXXX~~

(e) appropriate legally required documentation for the lawful repossession of subject vehicle relevant to Disclosure Information filed by a lienholder with the PA Department of Motor Vehicles and/or the

Florida Department of Motor Vehicles.

7. With reference to paragraph Ten of Complaint, the production of the statutorily required notice of repossession plaintiff alleges was provided to defendant on December 12, 2006, along with the production of delivery confirmation alleged in paragraph (11) of Complaint.

8. With reference to paragraph Thirteen (13) of Complaint, the defendant requests the production of the Stolen Vehicle Affidavit the plaintiff alleges the defendant falsely reported to the Palm Beach County Sheriff's Office after he received notice from the plaintiff of the alleged repossession.

9. With reference to paragraph Fourteen (14) of Complaint, defendant requests production of the documentation provided by plaintiff to the PBC Sheriff during their investigation of the stolen subject vehicle, that prompted them to conclude and certify to the FL Bureau of Motor Vehicles the subject vehicle had been lawfully repossessed.

10. With reference to paragraph Fifteen (15) of Complaint, the production of documentation, other than P.B.C Sheriff certification, that the vehicle was properly and lawfully repossessed and including the Four Checks in the equal amounts of \$3,312.50 provided to the defendant by plaintiff from her personal checking account #005483811303, check nos: 176, 798, 799 & 800 that defendant used and provided to the Sheriff during his investigation of the stolen subject vehicle.

11. With reference to paragraph Sixteen (16) of Complaint, the defendant requests production of the following document, which is clear and unambiguous and verifies a response by the defendant to the plaintiff prior to February 23, 2006, that document being:

(a) Complaint-Replevin filed and served upon plaintiff on February 21, 2006 in which case the plaintiff, Julie Ann Kelleher, is the Defendant in Charles M. Verruggio's action against her for the recovery of property she removed from 4134 Mission Bell Drive, Boynton Beach, FL 33436 on December 6, 2005, Case NO: 001654CA AF-06, in the Circuit Court of the 15TH Judicial Circuit in and for Palm Beach County, Florida, said property being subject vehicle of this case, Ford F-350 Truck, 2003.

Pursuant to Pa.R.C.P. 4009.12(a), the party upon whom the request is served shall answer the request, and sign verification statement.

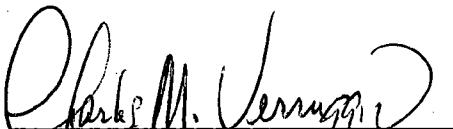
VERIFICATION

I, Julie Ann Kelleher, do hereby verify that all the foregoing requests for production of documents set forth herein have been answered by me. Further, they are true and correct to the best of my knowledge, information and belief. I make this verification with knowledge and understanding of the provisions of 18 Pa.C.S.A. §4904 (Unsworn Falsification to Authorities). [Production of Documents: One Through Thirteen, (1-13).

---

Julie Ann Kelleher  
Plaintiff

The Request for the Production of Documents and Things has been prepared by the defendant, Charles M. Verruggio.

  
Charles M. Verruggio  
Defendant, pro se

[Note: If additional space is needed to respond to requests use attached sheet].

CASE NO: 06-2002-CD: ADDITIONAL SPACE SHEET TO ANSWER REQUESTS

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REQUEST NO: ONE.

REQUEST NO: TWO.

REQUEST NO: THREE.

REQUEST NO: FOUR.

REQUEST NO: FIVE.

REQUEST NO: SIX.

REQUEST NO: SEVEN.

REQUEST NO: EIGHT.

REQUEST NO: NINE.

REQUEST NO: TEN.

REQUEST NO: ELEVEN.

REQUEST NO: TWELVE.

REQUEST NO: THIRTEEN.

DEFENDANT REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS

NUMBERS: TWELVE (12) & THIRTEEN (13).

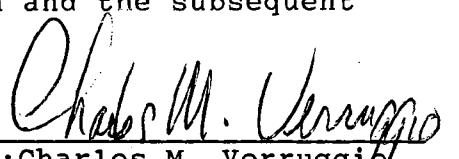
12. With reference to your Complaint for Deficiency Judgement, the defendant requests the production of the following document pertaining to the subject vehicle, Ford 2003 F-350 Truck:

(a) CASE NO: 06-238-CD, Partition of Real Property: Kelleher v Verruggio, filed February 14, 2006: Plaintiff's Pleading:

MOTION TO STRIKE DEFENDANT'S PRAECIPE FOR DEFAULT JUDGEMENT, including plaintiff's Certificate of Service to defendant, and; Court Order dated June 7, 2006, Determination.

13. With reference to your Complaint for Deficiency Judgement, the defendant requests the following document:

(a) Letter from plaintiff's attorney dated May 2, 2006; Re: Case 238-2006-CD, which letter addresses the subject vehicle of this case, Ford F-350, 2003 Truck regarding Deficiency Judgement sought by the plaintiff, Julie Ann Kelleher; proper and appropriate jurisdiction for filing Deficiency Judgement and/or other relief/damages/recovery filings and indicating that right would have to be asserted by whoever sought relief in the only appropriate jurisdiction which he explained is not in the State of Pennsylvania, but rather, in the State of Florida, where the alleged repossession and the subsequent sale of subject vehicle took place.

  
Prepared by: Charles M. Verruggio

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

CHARLES M. VERRUGGIO

Defendant

REQUEST FOR ADMISSIONS: RULE 4014 Pa.R.C.P.

And now comes defendant, Charles M. Verruggio, pro se, and files the within stated: Request for Admissions, to be answered by the plaintiff, Julie Ann Kelleher, as follows:

1. The defendant, Charles M. Verruggio, requests from the plaintiff, the admissions of the truth to the following documents set forth below with regard to their genuineness, authenticity, correctness, execution signing, delivery, mailing receipt of any document described in this request as follows:
2. Is the Exhibit 15A-Defendant attached hereto as Request NO: Two (2), a correct, genuine duplicate copy of the Purchase Agreement for the subject vehicle: Ford F-350 Truck VIN #1FTSW31S33EB59420, that was purchased on August 12, 2005 at Murray Ford, DuBois, PA, and if not, explain why.
3. Is the defendant's Exhibit (15), attached hereto as Request No: Three (3), a genuine, correct & authentic copy of the partial payment made for the purchase of subject vehicle; F-350 Ford Truck, which

partial payment is reflected on purchase agreement marked: "defendant-  
Exhibit 15A, attached hereto @ 'Deposit or Credit Balance', if not,  
explain why it is not.

4. Is the defendant's Exhibit Twenty-six (26), attached hereto as Request # Four (4), a letter from, Ford Credit, P.O. Box 17948, Greenville, SC 29606, indicating to the defendant, Charles M. Verruggio, his account # 29799884 for his 1996 F-150 Ford Truck VIN 1FTEF14N7TLB14628 has been satisfied in full, dated August 22, 2005. Said vehicle, 1996 F-150 being the same vehicle that was used as partial payment for subject vehicle, 2003 F-350 Ford Truck, as is reflected @ 'Used Vehicle Traded in/Used Trade-in Allowance \$5,328.30 of purchase agreement marked(defendant's Exhibit 15A, attached hereto, and if not explain why it is not. [Request #4] is an authenticated copy of original].

5. Is the defendant's Exhibit 15B, attached hereto as Request #Five (5), A copy of the defendant's Financial Responsibility Identification Card for the subject vehicle reflecting; Effective date 8-12-05, policy PA 360003315 Dairyland Insurance Company, being the same policy for insurance on subject vehicle as indicated on purchase agreement @ 'ADDITIONAL EQUIPMENT':DAIRYLAND INS, PA330003315, and if not, explain why it is not.

6. Is the defendant's Exhibit 15C, attached hereto as Request # Six (6), a copy of the defendant's Commonwealth of Pennsylvania Registration

Credential for subject vehicle, 2003 Ford F-350, VALID: 09/06/05, and if not, explain why it is not.

7. Is the defendant's Exhibit Sixteen (16), attached hereto as Request # Seven (7), a copy of the signed notarized writing with an attached letter of **explanation** by defendant to plaintiff that PA Motor Vehicle doesn't place a dollar amount on encumbrance; so the defendant had Murray Ford place on the title...writing dated September 29, 2005 and addressed to: To Whom It May Concern:, and if not explain why it is not.

8. Is the defendant's Exhibit (38), attached hereto as Request # (8) Eight, a genuine, correct, authentic, delivered by U.S. Mail service, executed copy of the Planned Personal Relationship Investment Proposal Agreement with all the terms, conditions and promises agreed, accepted understood, acknowledged and consented to between the defendant and plaintiff that was executed on August 12, 2005 when the parties complied to the term; 'INVESTMENT PROPOSAL', on page Three (3) of the Agreement, when the subject vehicle was purchased at Murray Ford, DuBois, PA, and if not, explain why it is not.

9. Is the defendant's Exhibit (16A), attached hereto as Request # (9) Nine, a genuine, correct copy of the Stolen Vehicle Affidavit, the defendant filed on December 7, 2005 for the subject vehicle, Ford F-350 Truck, that prompted the investigation by the P.B.C. Sheriff, that you have alleged in paragraph Thirteen (13) of your Complaint

was falsely reported after defendant had received the alleged notice of repossession on December 12, 2005, being the same affidavit that prompted the PBC Sheriff to contact you several days before 12/12/05, and if not, explain your false allegation in paragraph (13) of Complaint.

10. Is the defendant's Exhibit (17), attached hereto as Request # (10) Ten, genuine, correct, authentic, signed and noted by you, Julie Ann Kelleher, copies of the Four checks (4), that you sent to the defendant along with a letter noting the same, incompliance with the Planned Personal Relationship Investment Proposal Agreement term: COMPLETION OF 687 CAYMAN LANDING ADDITION, as partial payment for your obligation to the same; those (4) checks being the same checks you provided to the P.B.C. Sheriff during the investigation of the theft of subject vehicle, knowing the checks purpose were, as noted, for Cayman Landing Addition completion and not for subject vehicle, and if not, explain why it is not true.

11. Is the defendant's Exhibit (18), attached hereto as Request # (11) Eleven, a correct copy of plaintiff's Complaint for Partition of Real Property that states in paragraph Seven (7), plaintiff, Julie Ann Kelleher, used the same (4) checks in the amount of \$3,312.50 of each check in consideration for defendant transferring subject property, Lot 50, Section 8A, to both defendant and plaintiff, and also states in paragraphs (8), (9) & (10) that the Planned Personal Relationship had failed and she wished fair compensation in partition

to include the (4) checks in equal amounts of \$3,312.50, said transfer being a term, condition and promise of the Planned Personal Relationship the parties entered into and executed on August 12, 2005 by the purchase of subject vehicle, Ford F-350 Truck and again executed on August 22, 2005 when the defendant complied to the P.P.R.I.P. Agreement by transferring Lot 50, Section 8A, Treasure Lake, DuBois, PA, to both parties as stipulated in Investment Agreement, pages (3) & (4), and if not explain why it is not true.

12. Is the defendant's Exhibit (19), attached hereto as Request # (12) Twelve, a copy of the attested copy (face page), of defendant's Complaint-Assumpsit/Breach of Contract Agreement, defendant filed on March 7, 2007, as the Plaintiff to Case NO: 07-305-CD, which Complaint is for the Breach of Contract Agreement: Planned Personal Relationship Investment Proposal Agreement entered into on August 12, 2005, and executed that day by the purchase of subject vehicle at Murray Ford, in compliance to the Investment Agreement, page (2) & (3), and if not, explain why it is not true.

13. Is the defendant's Exhibit (51), attached hereto as Request #(13) Thirteen, a copy of Complaint-Replevin filed by Charles M. Verruggio as plaintiff on February 21, 2006 and served by U.S. Mail to Julie Ann Kelleher on February 21, 2006, which Complaint is an action to recover the subject vehicle of this Complaint, Case 06-2002-CD, being the same vehicle the plaintiff sold on February 23, 2006, to Classic

Auto Brokers, located in West Palm Beach Florida, for \$18,000.00, which said plaintiff avers in paragraph Sixteen (16) of her Complaint for Deficiency Judgement she sold because she had no response from defendant, Charles M. Verruggio, prior to 2/23/06, and if not, explain why it is not true.

(14)  
14. Is the defendant's Exhibit (20), attached hereto as Request #(14) ~~XXXXXX~~, a copy of Affidavit of Julie Ann Kelleher, which affidavit is Sworn to and signed by the same and which Affidavit also indicates in paragraph Two (2), the Affiant does not have possession of vehicle described in Plaintiff's Complaint, and further she states; "I have not had possession of that vehicle at any time since this lawsuit was filed against me.", and if not, explain why it is not true.

15. Is the defendant's Exhibit (21), attached hereto as Request #(15) Fifteen, a copy of; 'ACKNOWLEDGEMENT OF NEW CASE', filed on 2/5/07 the 4TH District Court of Appeal, W.P.B., Florida, case # 4D07-547, the Lower Tribunal case no; 06-1654CAAF, Charles M. Verruggio v. Julie Ann Kelleher, which case has as it cause the recovery of the subject vehicle of this case, namely, 2003 Ford F-350 Truck or its monetary equivalent, which acknowledgement was sent to both, Charles M. Verruggio and James S. Telepman, attorney for Julie Ann Kelleher, and if not, explain why it is not true.

16. Is the defendant's Exhibit (35)(request #5), attached hereto as Request NO: Sixteen (16), a copy of the letter you sent to the defendant, dated Mon Aug 29, which states: "Enclosed (4) checks in amt of \$3312.50 each, total \$13,250.00"..., which checks were labeled and noted for Cayman Landing Lot 687 (See defendant's Request # (10), and if not, explain why it is not true.

17. Is defendant's Exhibit # (35 request # (3), attached hereto as Request # Seventeen (17), a copy of the letter dated July 27, 2005 that you wrote and mailed to the defendant requesting him to respond to plan "B" (page (1) of letter,), and/or, "maybe you have Plan "C" (page (3) of letter), and if not, explain why it is not true.

18. Is defendant's Exhibit (35 request # (7), attached hereto as Request # Eighteen (18), a correct copy of the letter dated Oct 4, 2005 that you wrote and mailed to the defendant in response to the writing and attached letter defendant sent to you signed & notarized in reference to the subject vehicle (See Request Seven of this Request for Admissions for verification of writing and attached letter), being the same letter in which you explain to the defendant, it was your intention to honor the Planned Personal Investment Agreement by stating: "This was the plan you proposed to me and I accepted gladly...So I borrowed approx \$40,000.00 figuring that when I sold the house I could pay it off-Not so you could pay me-I was combining our assets,...".... (see page (1) of letter), and if it is not, explain why it is not true.

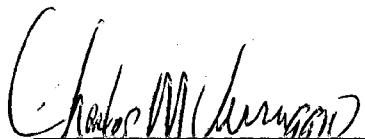
19. Is the defendant's Exhibit (35 request # (8), attached hereto as Request # Nineteen (19), a copy of the letter dated Oct 10 2005, the letter you wrote and mailed to the defendant in what you phrase in the opening sentence; "I just would like to explain to you how I feel.", and go on to say, "I just want to be with you...../ Plan A/B/C any plan you want, referring to the planned personal relationship and the Investment Proposal Agreement entered into on August 12, 2005 through the purchase of subject vehicle, and if not, explain why it is not true.

[See defendant's Requests NO: (20) & (21) attached hereto]. This request has been prepared by the defendant under Pa.R.C.P.4014.

[Note: If additional space is needed to respond attach extra sheets]. In accordance and pursuant to Pa.R.C.P. 4014~~EXX~~ & 4014(b), the answering party is required to respond within thirty (30) days after service of the request.

VERIFICATION

I, JULIE ANN KELLEHER, do hereby verify that all of the forgoing Requests for Admissions set forth herein have been answered by me. Further, I verify that they are true and correct to the best of my knowledge, information and belief. I make this verification with knowledge and understanding of the provisions of 18 Pa.C.S.A. ~~§~~ 4004 (Unsworn Falsification to Authorities). [Admissions (1--21)].



\_\_\_\_\_  
Julie Ann Kelleher  
Plaintiff

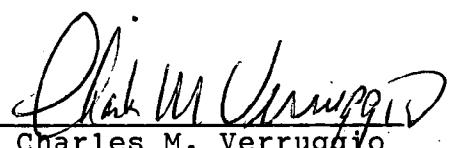
Prepared by: Charles M. Verruggio  
Defendant, pro se

DEFENDANT'S REQUEST FOR ADMISSIONS: CASE 06-2002-CD NO: (20) & (21).

20. Is the defendant's Exhibit No: Twenty-Two, attached hereto as Request No: Twenty (20), a true and correct copy of the letter dated May 2, 2006, Re: Case 238-2006-CD, from Partick Lavelle to the defendant, which letter explains to the defendant, in no uncertain terms; the only proper jurisdiction to seek recovery/damages/deficiency judgement or any other cause for the subject vehicle of this Complaint, (and a issue in case 238-CD-06), namely, Ford F-350 Truck, is clearly not in the jurisdiction of Pennsylvania, but rather, the State of Florida is the only proper jurisdiction for such actions, and if not, explain why it is not true..

21. Is the defendant's Exhibit Twenty-Three (23), attached hereto as Request No; Twenty-One (21), a true and correct copy of the following:

(a) Motion to Strike Defendant's Praecipe for Default Judgement, including Certificate of Service dated June 1, 2006 certifying the service of, Petition to Withdraw Bench Warrant and Reinstate Bail, was mailed to the defendant; also including the Court Order dated June 7 2006, Denying the Defendant his Praecipe for Default Judgement, thereby allowing plaintiff's motion to Stand, and if not, explain why it is not true.

  
\_\_\_\_\_  
Prepared by: Charles M. Verruggio

DEFENDANT REQUEST NO: TWO: EXHIBIT 15A (FIFTEEN A).

**DEFENDANT:  
Exhibit 15A**

<b>PURCHASER'S NAME</b>		<b>SOC. SEC. NO.</b>	<b>DATE</b>
<b>PURCHASER'S ADDRESS</b>		<b>D/O/B</b>	<b>RESIDENCE PHONE</b>
<b>CITY, STATE &amp; ZIP</b>		<b>LIC. NO.</b>	<b>BUSINESS PHONE</b>
<b>VEHICLE BEING PURCHASED</b>		<b>CASH DELIVERED PRICE OF VEHICLE</b>	
<b>PLEASE ENTER MY ORDER FOR THE FOLLOWING:</b> <input type="checkbox"/> NEW <input type="checkbox"/> CAR <input checked="" type="checkbox"/> USED <input type="checkbox"/> TRUCK <input type="checkbox"/> DEMO		<b>STOCK NO.</b>	\$ <b>27,328.30</b>
YEAR 2003	MAKE FORD	MILEAGE 26,370	
MODEL OR SERIES F-150 SD	BODY TYPE CREW CAB		
COLOR RED	TRIM 3E		
M.V.I. OR SER. NO.	1FTSN31S33EB59420	ENG. TYPE	
TO BE DELIVERED ON OR ABOUT		08/12/05 SALESMAN DONALD C. WIL	
<b>IF A NEW VEHICLE SALE...</b> The only warranties applying to this vehicle are those offered by the manufacturer.			
<b>IF USED VEHICLE SALE-CHECK APPROPRIATE BOX</b>			
<input type="checkbox"/> <b>AS IS:</b> this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. <b>OR</b> <input checked="" type="checkbox"/> The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.			
<b>CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY</b>			
<b>"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."</b>			
<b>USED VEHICLE TRADED IN AND/OR OTHER CREDIT</b>			
YEAR 1996	MAKE OF TRADE-IN FORD	MILEAGE 158,830	
MODEL OR SERIES F-150	BODY TYPE RCAB	DAIRYLAND INS	
COLOR GREEN	TRIM	PA360003315	
M.V.I. OR SER. NO.	1FTEP14N7PLB11628	ENG. TYPE	
Balance Owed To FORD CREDIT PO BOX 17318		N/A	
Address: GREENVILLE SC 29605			
Used Trade-In Allowance	\$ 5,328.30		
Balance Owed on Trade-In	\$ 4,303.60		
Net Allowance on Used Trade-In	\$ 1,024.70		
Deposit or Credit Balance	\$ 28,300.60		
Cash With Order	\$ N/A		
<b>TOTAL CREDIT (Transfer to Right Column)</b>	\$ 29,328.30		
MEMO:			
Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels and supersedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that <b>THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE</b> . Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. <b>IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED.</b> Dealers may not charge customers for services which are paid for by the manufacturer.			
Accepted By: <i>John C. Wilcox</i>		Date: <i>8/12/05</i>	
Dealer or His Authorized Representative		Date	Purchaser's Signature

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE FORM

**DEFENDANT:**

**Exhibit 15A**

REV. 10/1/86

DEFENDANT REQUEST NO: THREE: EXHIBIT 15 (FIFTEEN).

**MASON**

DATE

00005

AMOUNT

ACCOUNT NO.

**AF 71369574**

08/10/05

VIN #1FTSW31S33E859420

\*\*\*\*\*\$28,303.60 343-01949-22

RMS 343M

PR. PARTY:  
JULIE ANN KELLEHER

PAYEE: DON WILLIAMS

NON-NEGOTIABLE

PLEASE DETACH BEFORE CASHING

**DEFENDANT:**  
**Exhibit 15**

*... over a century™ Member New York Stock Exchange, Inc./Member SIPC*

DEFENDANT REQUEST NO: FOUR: EXHIBIT TWENTY-SIX (26).

Ford  
Credit

P.O. Box 17948  
Greenville, SC 29606-8948  
1-800-727-7000



Account Number: 00000029799884

02420  
CHARLES VERRUGGIO  
868 TREASURE LAKE  
DUPOIS, PA 15801

08/22/2005  
063-S003

XXXXXXXXXXXXXX

Dear Customer:

Congratulations! Your account has been paid-in-full. If your original contract is not enclosed, please accept this letter as notice that the contract is paid. If a copy of your contract is enclosed, please accept this letter as authentication that the copy is an unaltered optically imaged reproduction of the contract and security agreement.

If you have any questions regarding your account, please contact us at the number listed above. We appreciate your business. Thank you for allowing us to service your account!

Sincerely,

Ford Credit

DEFENDANT  
EXHIBIT 26

1FTEF14N7TLB11628  
FC575 20011210

PLF

BPA192733M

X 20050822 01

T. Anderson

Aug 22-05

DEFENDANT REQUEST NO: FIVE: EXHIBIT FIFTEEN B (15B).

**IMPORTANT NOTICE**  
Regarding Your Financial Responsibility  
Insurance Identification Card

Dairyland Insurance Company is required by Pennsylvania law to send you this I.D. Card. This card shows that an insurance policy satisfying the financial responsibility requirements of the law has been issued for the vehicle described.

If you lose the card, contact us or your agent for a replacement.

The I.D. Card information may be used for vehicle registration and renewing the license plates. If your financial insurance policy is not in effect, this I.D. card will no longer be valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the I.D. card fraudulently, such as using the card as a tool of financial responsibility after the insurance policy is terminated.

**(STATE)**  
**PENNSYLVANIA**  
Financial Responsibility Identification Card

COMPANY NUMBER

**21164**

**Dairyland Insurance Company**

EFFECTIVE DATE **08-12-05**

VEHICLE IDENTIFICATION NUMBER  
**1FTSW31S33E859420**

AGENCY/COMPANY ISSUING CARD

**ROBERT J HOSEY**  
PO BOX 235

**PLYMOUTH**  
**570-779-1228**

INSURED

**VERRUGGIO, CHARLES**  
**868 TREASURE LAKE**  
**MU BOIS**

**PA 15801**

SEE IMPORTANT NOTICE ON REVERSE SIDE  
**08-12-05**

Ver. 10-01-74

**DEFENDANT:**  
**Exhibit 15B**

**Exhibit 15B**

DEFENDANT REQUEST NO: SIX EXHIBIT NO:FIFTEEN C (15C).

**EXPIRY: NOV 30, 2005** **VALID: 09/06/05**

PLATE: YCJ2942  
TITLE: 58400842002 VE  
VIN: 1FTSW31S33EB5420  
YR/MAKE: 2003 FORD  
TYPE: TK  
WID: 05235 0054 001857-001

REG. GROSS WT: 07000  
UNLADEN WEIGHT: 06288  
CLASS: 02

I hereby acknowledge this day that I have received  
notice of the provisions of Section 3709 of the Vehicle  
Code.

15C

CHARLES VERRUGGIO  
868 TREASURE LK  
DU BOIS PA  
15801

Change your address online at: [www.state.pa.us](http://www.state.pa.us) Pa Keyword "DMV".

**EXPIRY: NOV 30, 2006** **VALID: 09/16/05**

PLATE: YCJ2942  
TITLE: 58400842002 VE  
VIN: 1FTSW31S33EB5420  
YR/MAKE: 2003 FORD  
TYPE: TK  
WID: 05235 3902 481282-001

REG. GROSS WT: 07000  
UNLADEN WEIGHT: 06288  
CLASS: 02

I hereby acknowledge this day that I have received  
notice of the provisions of Section 3709 of the Vehicle  
Code.

CHARLES VERRUGGIO  
868 TREASURE LK  
DU BOIS PA  
15801

Change your address online at: [www.state.pa.us](http://www.state.pa.us) Pa Keyword "DMV".

**DEFENDANT:**  
**Exhibit 15C**

DEFENDANT REQUEST NO: SEVEN: EXHIBIT SIXTEEN (16).

White Anna

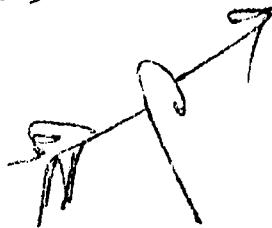
What a completely convoluted mess... once again I have  
convoluted...

I will right all I have wronged

These plans I make are not premeditated moments  
of insanity... it seems rather, the insanity is  
always present...

Frenemy full of the end... And this as nowhere  
near

THE END...



Hi to my dog!..

You will be receiving the title to the truck shortly.  
PA motor vehicle doesn't place a toll amount on the  
encumbrance. I had Murray Ford place on the title and Harrisburg  
will send the title to the lien holder as it is filed... on

September 29, 2005

Re: Vin #1FTSW31S33EB59420

To Whom It May Concern:

This is to certify that a lien in the amount of \$28,000.00 has recorded in favor of Julie Ann Kelleher, 1131 Gulf Stream Way, Singer Island, Fla. 33404.

Chet W. Vangrove

Lois A. Jordan

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Lois A. Jordan, Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires Oct. 18, 2008  
Member, Pennsylvania Association Of Notaries

DEFENDANT:  
EXHIBIT 16

DEFENDANT REQUEST NO: EIGHT: EXHIBIT NO: THIRTY-EIGHT (38).

Julie Ann

LETTER PLAN 'C'  
INVESTMENT PROPOSAL

DEF: EXHIBIT 38

You are, if nothing else, an insistent young Dame...

So listen - Here, as concisely as I say, is an offer we both can't refuse... A long long time ago I told you I am Purple a retired Italian American on a straght fixed income looking only to enjoy (mostly with the sun on my face and my toes preferably in the sand or the sea) the remaining journey... began far far away on that Great South Beach of gypsy blood... a transient from the womb until my tomb I will be... for better or worse... that is who I am...

From the Island of Nantucket to the Bahave Islands... from Tampico ad Gulf of Mexico to Marrakesh and the Mediterranean... from Victoria Isla in the Pacific to the English Channel in the Atlantic... Well you see where I'm headed... long live Formentera! ... From compulsion to obsession from flattation to affliction; so it goes... the best I can say is I am a benvor to my berrations and guilty before being found innocent... I don't mind I am what I am and that's all I have (not Popeye...) I'll begin again, mostly my collection of my life is merely dust... best laid plans have become memory soon to be put to paper... OH YEAH!... and precious gems and untold stories... And then again Watercolors and anatomy of life as I see it... and the wandering again... to the star and moon and the sea and the sun and the tears and the fool and the laugh and the love... So here...

## ... The Proposition of the mad man.

## The Jeckle & Hyde Presumption

-Exhibit 38

I am adding the addition to the 5<sup>th</sup> Wheel (which is 14' x 32' the same as the 5<sup>th</sup> w when extended) It will be an enclosed unit as is the 5<sup>th</sup> w: Kit, living, din, bedroom, bath [Approx 450 sq ft. In new construction a fair market value for building is 40-50 per sq ft.] [That is in my world, in my sense of ethics to the builder... Today's market is most likely, 100-200 per sq. ft.]

The 5th Wheel Market Value is \$15,000 - \$20,000

The Cayman Landing market value is \$8,000 - 10,000 with improvement.  
[The UDI parcel is negligible but has trade power]

The Property at 5 Fathoms Road is marketing at £10,000

To recapitulate: 5<sup>th</sup> wheel [lowered figures]

15,000

# Cayman Permanent Property +

8000

## 5 Fathoms Property

10,000

### Total Asset Value

133 000

I have decided my vagabond fate is so much <sup>set</sup> in what we were planning regarding travelling U.S.A. and Mexico & ultimately Flanders ... therefore, I am again and always intent on this, my last journey — And, yes, we ... may & can navigate this old plan ... and here's how...

EF:  
Exhibit 38

**EF:**  
**Exhibit 38** For ever I have been incapable of accepting anything

from anyone ... it is a disaster and a mine ... unexplainable ...  
But for me it's real and the only being true ...

DEFENDANT:  
EXHIBIT 38

... "I'm only Being true" ↓  
From pg 4

Investment Proposal:

Total Asset Value	33,000	50%	\$16,500
Addition Est. Cost	8,000	50%	4,000

Vehicle Package 5<sup>th</sup> wheel

New Veh. Approx 22,000

Trade my truck value - 7,500

The vehicle will be fitted to both U&I

PAYOFF my Veh. — 4,500

if we finance vehicle the note will be Approx \$20,000  
② 10% for 5 yrs the amortized monthly = \$424.94

New Veh. - 22,000  
- Trade — 3,000

Purchase Price \$19,000

Your investment in vehicle = \$10,000

Total invest for the  
journey of our lifetime \$30,500

③

DEFENDANT:  
EXHIBIT 38

Transfer 5<sup>th</sup> Wheel, 5 FATMs (D1) & Cayman Islands <sup>and</sup> <sup>entitlement</sup> **Exh.31**  
From Me to U.S... All <sup>and</sup> unencumbered and free & clear.

I would like to get the Vehicle mark Gayle over for the  
Trade - We need a vehicle to haul 5<sup>th</sup> Wheel on our journey.  
That is an obstacle because of the 5<sup>th</sup>ers they cannot own  
because of Taggart -

I will send you copies/originals of the new deeds & titles  
to the properties. Upon receipt I would like you to invest in  
our new but old plan - invest our hearts desires plans dreams  
destinies...

To circumvent Mark & Gayle, I can trade my truck in  
& purchase a truck with the capacity to haul the 5<sup>th</sup> Wheel  
During the next 3-4 months the addition will be completed.  
During the completion months we will plan our new (but old)  
journey... West & South of the Border ...

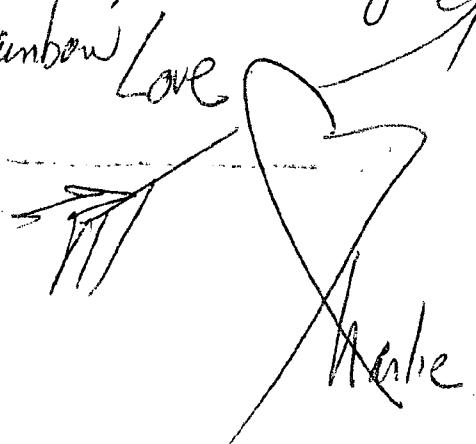
Also we must invest in a financial resource that is jointly equal  
and sound so we both can ~~feel~~ feel a zone of comfort -

I can complete the addition for far less than market value!!  
most likely 7,000 - 8,000 will do it...

Should you appreciate my proposal and all the baggage that comes  
with it... After you receive the title & deed transfers here's  
a break down of your money and investment... Go to pg.

This proposal has been a task ... for me to put down,  
 I'm glad I was able to complete it. In estate that's  
 mailed - Hopefully, you greet it with a solution to this  
 weary man's dreams ... this, as I said at the marshmallow  
 skinning contest ... Anticipating a great ending ...

The Rainbow Love



you know will have the creme de la creme ... FIA, ...  
 Treasure Lake, ... the freedom to flight - state to state,  
 town to town, sea to sea, ocean to ocean ... a home  
 permanent ... a home on wheels ... a home in the highlands  
 a home at the sea ... what ... what more can life be ...!  
 Remember, the action word is ... we'll ...

Put Roxie's tongue for me

Look before you leap ...

Loving you  
 Loving me ...

DEFENDANT REQUEST NO: NINE: EXHIBIT (16A).

# STOLEN VEHICLE/VESSEL AFFIDAVIT

DEF: EXHIBIT 16A

AGENCY: PALM BEACH COUNTY SHERIFF'S OFFICE

AGENCY CASE NO. 05-110098

DATE AND

SUSPECT:

TIME FRAME OF THEFT: 12-6-05

Kellie Lee, wife of AM

LOCATION OF OFFENSE: 4134 Mission Bell DR, Boynton Beach, FL 33436

V	NAME: Verriaggio Charles	DOB: 2-5-46
C	ADDRESS: (HOME) 868 TREASURE LAKE DR, Boynton Beach, FL 33436	ZIP: 33436
N	ADDRESS: (WORK) 4134 Mission Bell DR, Boynton Beach, FL 33436	PHONE: 361-742-3835
T	VEHICLE YEAR: 03 MAKE: FORD MODEL/STYLE: F-350	COLOR: Red VALUE: 24,000
F	LICENSE NO.: 7 JC-2912 STATE: PA EXP. DATE: 11-06 VIN #: 1FTSW31S33E859920	
I	BOAT: REGISTRATION: LENGTH: YEAR: MAKE: MODEL:	
O	VESSEL: HULL MATERIAL: COLOR: HIN:	
D	ENGINE: MAKE: HP: VALUE:	
W	INSURANCE CO.: DAIRYLAND INS. CO. POLICY #: PA 36003315 FINANCE CO. DATE:	
S	ENTERED NCIC/FCIC BY:	

I, CHARLES VERRIAGGIO

swear or affirm that the above listed  vehicle /  vessel (check one) was taken without my consent, either expressed or implied, from the location listed.

I further swear or affirm that I  do /  do not (check one) know the identity of the suspect except as listed on the complaint form and that I am authorized to report this  vehicle /  vessel (check one) stolen as the owner or person having legal possession of it at this time.

I release any and all law enforcement agencies from any and all legal liability for any damage or injury incurred while apprehending the operator or recovering the  vehicle /  vessel (check one).

I understand the seriousness of giving false information to law enforcement agencies. I further swear and/or affirm that I will prosecute the offender(s) if apprehended and will appear and testify in a court of law. There will be no dismissal of said charges and that exchanging the vehicle for property or drugs or false police reports can result in my prosecution for felony offenses and/or forfeiture of said vehicle.

I do hereby voluntarily make the following statement and/or answer the following questions without threat, coercion, offer of benefit or favor by any persons whomsoever.

1. Person(s) authorized to use vehicle: CHARLES VERRIAGGIO
2. Was vehicle loaned out? (If yes, to whom and what time period?): NO
3. Location of keys and/or vehicle: 4134 Mission Bell Drive, Boynton Beach, FL
4. Are you behind on any finance payments? (If yes, how many?): NO
5. Personal property in vehicle: 1500
6. Did vehicle have anti-theft device or etching? NO

VICTIM STATEMENT (REQUIRED): Describe events surrounding the theft to include date/time you last saw the vehicle and evidence found, or property left in the vehicle:

Appr 8-9 12-6-05

Damylas Clark

Sworn to and subscribed before me,

this 7<sup>th</sup> day of December, 2005 by

Notary Public/Law Enforcement Officer

63AG43490

I swear/Affirm the above and/or attached statements are correct and true:

Victim Signature: Charles Verraggio

Personally known

Produced ID.

Type of ID.

YES DL

DEF: EXH. 16A

DEFENDANT REQUEST NO: TEN: EXHIBIT NO: SEVENTEEN (17).

Bank of America

Capture Date: 20050916 Sequence #: 6640555675

<p>Julie Ann Kelleher 1131 GULFSTREAM WAY SINGER ISLAND, FL 33404</p> <p>Pay to the Order of <u>Charles Verraggio</u></p> <p><u>Three Thousand Three hundred and twelve</u> <sup>50/100</sup> Options</p> <p>Bank of America</p> <p>ACH R/T 00100077</p> <p>Personal loan Agreement Ending <u>June 01, 2006</u></p> <p>10630000471 0054838113030 0176 00003312500</p>	<p>176</p> <p>Date <u>Aug 29 2005</u></p> <p>BS-4-1530 FL 1518</p> <p>50%</p> <p>1 \$3312.44</p> <p>2 <del>1</del></p>
<p>1516869376 09162005E36002493 031000040162005PHILA ENT=3720E30P00X872848 PK=20 ENT=08202 TPC=081162012249 81 0062624624 CITIZENS TRUST COUDERSPORT, PA &gt;0313 08331 &lt;</p> <p>BANK OF AMERICA, NA JAX 0630000471 E3690 01 P01 09/16/05</p> <p>6640555675</p>	<p>Charles Verraggio</p>

No Electronic Endorsements Found

DEFENDANT:  
Exhibit 17

APPELLANT  
Exhibit "D"

Exhibit 17

**Bank of America** 

Capture Date: 20050907 Sequence #: 6640533103

**JULIE ANN KELLEHER  
1131 GULFSTREAM WAY  
SINGER ISLAND, FL 33404-2734**

798

Date Aug 29 2005 63-47630 FL  
1518

Pay to the  
order of Charles Verruggio \$3312. ~~xx~~  
Three Thousand Three Hundred and Thirteen ~~xx~~ ~~xx~~  
Bank of America 331 05 0117  
ACH PT 083100277  
For Personal Use / Payee: Lending DeAnn Kelleher  
10630000471: 005483816303# 0798 0000331250#

1008915  
0118055657  
041074522  
099184522  
881104522  
69/66/65

WHITE CITY BX 843 09/00  
4108 W. 150 CLEV OH 44135  
570-344-7592

#### No Electronic Endorsements Found

- APPELLANT  
EXHIBIT "D"

DEFENDANT: EXHIBIT 17

Bank of America

Capture Date: 20050907 Sequence #: 5740637032

JULIE ANN KELLEHER  
1131 GULFSTREAM WAY  
SINGER ISLAND, FL 33404-2734

799

Date Aug 29 2005 08-29-2005 FL  
1818

Pay to the  
order of

Charles Verraggio

1 \$ 3312 <sup>50</sup>/<sub>4</sub>

Three thousand three hundred and twelve <sup>50</sup>/<sub>4</sub> Dollars

6 22

Bank of America

ACM# 083100277

Personal from Cyprus Landing Julie Ann Kelleher

100630000471: 005483816303 0799 0000331250.

11120629024 93 03 10002901804  
09072005 00029024 CITIZENS TRUST  
03100004011ERBEPHILA >0313-083312  
ENT=0281 TPC=3523 PK=20  
0630-0019-9  
1 ENT=0281 TPC=0277 PK=01

BANK OF AMERICA, NA JAX  
863944497 E1991 01 P01  
09/07/05

5740637032

Charles Verraggio

No Electronic Endorsements Found

APPENDIX  
EXHIBIT D

DEFENDANT:  
Exhibit 17

L-Exhibit 17

**Bank of America**

Capture Date: 20050915 Sequence #: 6540686118

**JULIE ANN KELLEHER  
1131 GULFSTREAM WAY  
SINGER ISLAND, FL 33404-2734**

Pay to the  
order of

11-2020-2188

Three Thousand and Three Hundred and Sixty Dollars <sup>60</sup> 6

Bank of America 1385 331 82 0024

ACN 937 003 1002777

For the Sonoran Claybank Landing Janice Belliveau  
1063000471: 0054838113031 0800 0000334250

No Electronic Endorsements Found

## APPETITANT

Exhibit "D"

DEFENDANT:  
Exhibit

DEFENDANT REQUEST NO: ELEVEN: EXHIBIT NO: EIGHTEEN (18).

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 06-238-CD

CHARLES M. VERRUGGIO

Defendant

**COMPLAINT FOR PARTITION OF REAL PROPERTY**

AND NOW comes the plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and files the within stated Complaint for the Partition of Real Property, the facts in support of which are as follows:

1. The plaintiff, JULIE ANN KELLEHER, is an adult individual, sui juris, who resides at 1131 Gulfstream Way, Singer Island, Palm Beach County, Florida.
2. The defendant, CHARLES M. VERRUGGIO, is an adult individual, sui juris, who resides at 868 Treasure Lake, DuBois, PA. 15801.
3. The property which is the subject of this action is known as Lot No. 8A, Section 50, of the Treasure Lake subdivision in Sandy Township, Clearfield County, Pennsylvania, which property is more accurately described in Exhibit A, attached hereto and incorporated as though the same were set forth fully herein.
4. By Deed dated August 22, 2005, and recorded in the records of Clearfield County on August 24, 2005 at Instrument No. 200513431, the

F-DEFENDANT  
Exhibit 1A

defendant as Grantor conveyed the subject property to himself and the plaintiff as Grantees.

5. In the absence of language to indicate to the contrary, the aforementioned deed has created a tenancy in common (See Exhibit B, attached hereto and incorporated as though the same were set forth fully herein).

6. The plaintiff asserts as a tenant in common, her interest in the property amounts to an undivided 1/2 interest in the whole of the property.

7. In consideration of the foregoing conveyance, the plaintiff had previously transferred to the defendant \$13,250.00 in U.S. currency, in four equal payments of \$3312.50.

8. The parties hereto had originally created the tenancy in this land so that they could share it together pursuant to their planned personal relationship.

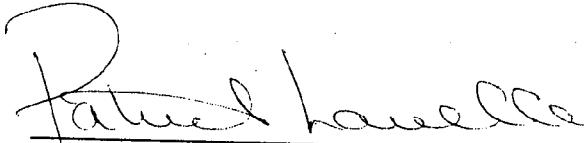
9. The planned personal relationship has failed to develop.

10. The plaintiff no longer wishes to own said property, wishes now to divest herself of said ownership for fair compensation, and wishes to divide the said estate between the two owners to prevent strife and avoid disagreement between them.

WHEREFORE the plaintiff prays that this Honorable court will enter its Order directing the partition of the within described Real Property.

**JURY TRIAL DEMANDED**

Respectfully Submitted,

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

VERIFICATION

I, Julie Ann Kelleher, the plaintiff in this action, do hereby verify that all of the facts set forth in the foregoing Complaint for Partition are true and correct to the best of my knowledge, information and belief. Further, I make this verification with knowledge and understanding of the provisions of 18 Pa. C.S.A. § 4904  
*(Unsworn Falsification to Authorities).*

Julie Ann Kelleher

Julie Ann Kelleher

DEFENDANT  
Exhibit 13-7

DEFENDANT REQUEST NO: TWELVE: EXHIBIT NO: (19) NINETEEN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

CHARLES M. VERRUGGIO

Plaintiff

vs

JULIE ANN KELLEHER

Defendant

TYPE OF CASE: CIVIL ACTION

CASE NO: 2007-305-cd

TYPE OF PLEADING: COMPLAINT-  
ASSUMPSIT/BREACH OF CONTRACT  
AGREEMENT

FILED ON BEHALF OF: PLAINTIFF,  
PRO SE

FILED BY: PLAINTIFF, PRO SE  
CHARLES M. VERRUGGIO  
868 TREASURE LAKE  
DuBOIS, PA 15801  
(610) 733-4538

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

MAR 07 2007

Attest.

*William L. Kelleher*  
Prothonotary/  
Clerk of Courts

Plaintiff Copy

DEFENDANT:  
Exhibit 19

DEFENDANT REQUEST NO: THIRTEEN: EXHIBIT NO: FIFTY-ONE (51).

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN  
AND FOR PALM BEACH COUNTY, FLORIDA

CHARLES VERRUGGIO,  
Plaintiff,

vs.

JULIE ANN KELLEHER.,  
Defendant.

Case No.:

50 2006 CA 001654 XXXX ME

AT

COPY  
RECEIVED FOR FILING

FEB 21 2006

COMPLAINT

SHARON R. BOCK  
CLERK & COMPTROLLER  
CIRCUIT CIVIL DIVISION

COMES NOW, the Plaintiff, CHARLES VERRUGGIO, by and through his  
undersigned counsel and hereby files his Complaint as follows:

REPLEVIN

1. This is an action to recover possession of personal property in Palm Beach County, Florida.
2. The description of the property is: 2003 Ford F350, Vehicle Identification Number 1FTSW31S33EB59420; to the best of plaintiff's knowledge, information, and belief, the value of the property is TWENTY FIVE THOUSAND (\$25,000.00) DOLLARS.
3. Plaintiff is entitled to the possession of the property as he is the titled owner of the vehicle, a copy the purchase agreement is attached as Exhibit "A" and a copy of the insurance policy is attached as Exhibit "B".
4. To Plaintiff's best knowledge, information, and belief, the property is located at 1131 Gulfstream Way, Singer Island, Florida 33404. *Deny ownership unknown*
5. The property is wrongfully detained by defendant. Defendant came into possession of the property by removing the vehicle from the Plaintiff's residence without his knowledge or consent. To Plaintiff's best knowledge, information, and belief, Defendant

DEFENDANT:  
EXHIBIT 51

detains the property without any valid reason or cause.

6. The property has not been taken for any tax, assessment, or fine pursuant to law.
7. The property has not been taken under an execution or attachment against Plaintiff's property.

WHEREFORE Plaintiff demands judgment for possession of the property.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent by U.S. Mail to Julie Ann Kelleher, 1131 Gulfstream Way, Singer Island, Florida on this 21 day of February 2006.

CAO LAW FIRM, P.A.  
Attorneys for the Plaintiff  
319 Clematis Street, Suite 701  
West Palm Beach, Florida 33401  
561/ 659-8818  
561/ 659-8819 fax

BY: TONY D. CAO  
TONY D. CAO, ESQ.  
FBN.: 0457280

**DEFENDANT:**  
**EXHIBIT 51**

DEFENDANT REQUEST NO: FOURTEEN: EXHIBIT NO: TWENTY (20).

IN THE CIRCUIT COURT OF THE  
15TH JUDICIAL CIRCUIT, IN AND  
FOR PALM BEACH COUNTY,  
FLORIDA

CHARLES M. VERUGGIO.

CASE NO. 2006 CA 001654 AF

**Plaintiff.**

vs.

JULIE ANN KELLEHER.

**Defendant.**

**AFFIDAVIT OF JULIE ANN KELLEHER**

COMES NOW Julie Ann Kelleher, being first duly sworn, deposes and says:

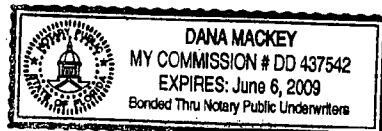
1. My name is Julie Ann Kelleher, I am over 18 years of age and all facts recited herein are based upon my own personal knowledge.

2. I do not have possession of the vehicle described in Plaintiff's Complaint, and I have not had possession of that vehicle at any time since this lawsuit was filed against me.

## FURTHER AFFIANT SAYETH NAUGHT

Julie Ann Kelleher  
JULIE ANN KELLEHER

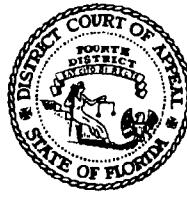
STATE OF FLORIDA )  
COUNTY OF PALM BEACH ) SS:  
 )



Dana Racker  
Notary Public State of Florida  
My Commission expires: 6/6/09

DEFENDANT:  
EXHIBIT 20

DEFENDANT REQUEST NO: FIFTEEN: EXHIBIT NO: TWENTY-ONE (21).



Fourth District Court of Appeal  
P.O. Box 3315  
West Palm Beach, Florida 33402  
(561)-242-2000

**ACKNOWLEDGMENT OF NEW CASE**

DATE: February 13, 2007

STYLE: CHARLES M. VERRUGGIO v. JULIE ANN KELLEHER

4DCA#: 4D07-547

The Fourth District Court of Appeal has received the Notice of Appeal reflecting a filing date of 2/5/07

The county of origin is Palm Beach.

The lower tribunal case number provided is 06-1654 CAAF

The filing fee is Due.

Case Type: Civil      Other

The Fourth District Court of Appeal's case number must be utilized on all pleadings and correspondence filed in this cause. Moreover, ALL PLEADINGS SIGNED BY AN ATTORNEY MUST INCLUDE THE ATTORNEY'S FLORIDA BAR NUMBER.

Please review and comply with any handouts enclosed with this acknowledgment.

cc: Charles M. Verruggio      James S. Telepman

- DEFENDANT:

EXHIBIT 21

DEFENDANT REQUEST NO: SIXTEEN: EXHIBIT NO: THIRTY-FIVE (35),  
Peggy E. C.

Exhibit 35

Mon Aug 29

Julie Ann Kelleher

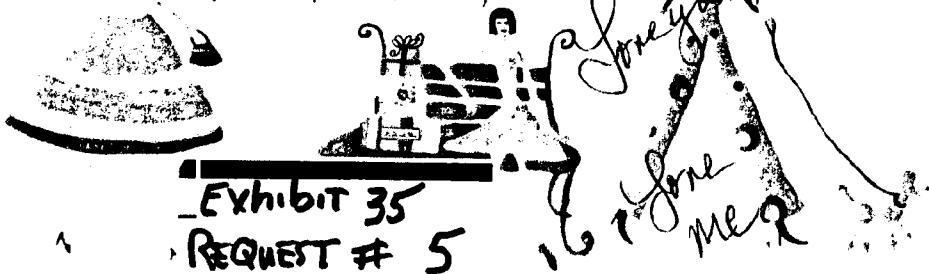
Charlie

Enclosed (4) checks in amt  
of \$3312.50 each, total \$13,250.00

I hope you send your phone  
soon and your shoe and the  
roll of gardens - other wise between  
(the two of us) we might spend  
a lot of time hunting for things!

I love you so much and I  
am looking forward to my  
trip back to the Mountains of Pa  
for my "Mountain Man!"

Enclosed info for Harold,  
pictures and directions from  
here to there!



DEFENDANT REQUEST NO: SEVENTEEN: EXHIBIT NO: THIRTY-FIVE request  
# Three: (35 request # 3).

Julie Ann Kelleher

July 27

2005

Charlie

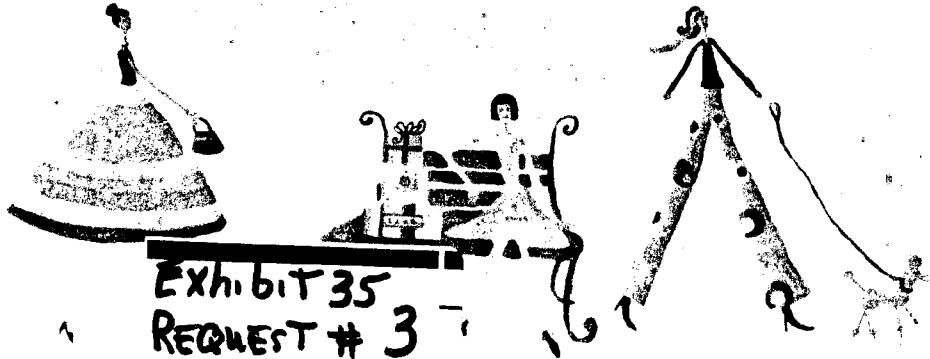
I am not ready to say  
die - I will not call uncle.  
Go on to Plan "B". I am not  
ready to end this love I have  
for you, and I don't think  
you are ready either.

couldn't we live in our respected  
places but visit each other  
more often. (Not once every 2 years)  
but wish some frequency for  
portions of time that you are  
comfortable with. Could we  
consider ourselves faithful partners



Julie Ann Kelleher

"Under those circumstances? Could you possibly commit to that? Under your terms for the space you need and under my terms of seeing you on some more frequency. We could try it and maybe you and I would both be comfortable with that. Please think about it. I need you in my life. Just as you have tried to help other women, try to help me, this time. I had such a wonderful time at Treasure Lake and it was all you. I would



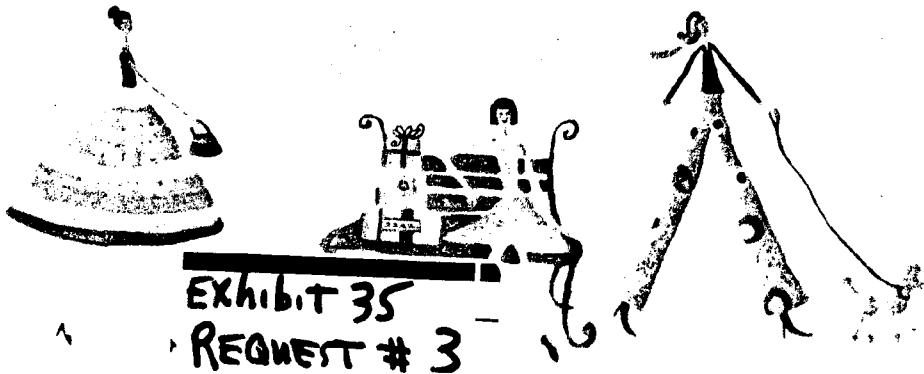
Julie Ann Kelleher

"Gone to come again, I loved  
everything about the entire  
time, but it would probably  
feel a lot better if I was  
invited. I was totally  
comfortable in the 5 wheel  
(is that what you call it?)

Please respond to Plan "B"  
or maybe you have Plan "C"

All my love always)

Julie Ann



DEFENDANT REQUEST NO: EIGHTEEN: EXHIBIT NO: THIRTY-FIVE request  
# SEVEN: (35 request # 7).

Charlie

Oct 4 2005

Then what is this supposed to mean to me?  
When you wanted me to leave, it wasn't that you  
didn't want to do our planned trip - it was you  
couldn't work with me there. That one fears  
were you not being a little delayed. That you loved  
me and would be in touch and converse with  
me plan soon. Also that you couldn't just  
walk away from the renters owing you money  
and the other legal thing coming in Nov.

Now I have been gone for 2 wks and you won't  
speak to me or write and then I receive this  
note. To be quite honest, what do I need a  
truck for if I'm not going anywhere? And  
why were we fixing the addition if we  
are not going to live there in the summer.

This was the plan you proposed to me  
and I accepted gladly. Now all along  
you knew I was selling this house because  
I could no longer afford it. So I borrowed  
against assets to come up with approx  
\$40,000 figuring that when I sold the  
house I could pay it off - Not so you  
could pay me - I was combining our assets  
so we could do the things we wanted to  
do. how I'm am left feeling, I don't know  
what. You went to New York anyway  
and took the things I left to you to bring

REQUEST

EXH.  
35

REQUESTS #7

To me, yet when I said I had to pack, you said why, just leave everything here. & you note you say you will right the wrongs - what does that mean? Friends till the end - I certainly treasure your friendship (I'm sure more than you know) but I thought we had more than that going on. You won't make love to me but you don't mind <sup>me</sup> telling of your intimacy with others including drug addicts that you have to call the police about & steals everything I ever gave you and all letters I wrote. The last time you stopped writing & communicating with me it was because you were in another relationship. Is this what is going on now? I feel you were wrong to say you would go to the wedding & then not - If you didn't want to go, just say that. I love you for you - and the way you care with me but I don't want you to change to be anything your not. If I was coming so soon - you just should have said so. I could have waited - I thought the idea was we were going to do this together - but you could only put up with me for 4 days. So the question is - what do I do now?

Exh.  
35  
#  
7  
REQUESTS

Exh. 35  
REQUEST #7

I have been trying to keep busy planning  
our itinerary - sorry that I am missing Fall  
in the mountains & the camp fire & the  
stars. The negotiations about my house are  
near an agreement. I have been in touch  
with people in Tampico and I was getting  
further information about American's buying  
property there. In the beginning it was, what  
color truck do you like - windows, siding  
etc. and in my mind I was planning  
a beautiful garden for next summer -  
flowers & veg. - thinking if we moved to  
Tampico, maybe I should sell my boat  
or bring it to treasure lake. Should  
I think about getting my car which  
cost \$650 / mo. + insurance - And after  
2 weeks I get a paper that says I  
have a lien on the truck & friends forever.  
Well I guess it's time to shit or get off the  
pot because in about a month I'm  
going to be out in the street. So I think  
it's only fair if you state your commitments  
& feelings towards me - Are you thinking as  
I am or are you just thinking - Bye - Friends  
forever - I guess if I get no answer -

Exh. 35  
REQUEST #7

That will be the answer, but I would  
think it fair of you to write & tell me  
what's going on in your mind, because  
this is mostly what's  
going on in mine.

Loving you  
Please  
give me

EXHIBIT 35  
REQUEST # 7

DEFENDANT REQUEST NO: NINETEEN: EXHIBIT NO: THIRTY-FIVE request  
# EIGHT: (35 request # 8).

Charlie

Oct 10 2005

53  
RE  
P  
I  
S  
7  
8

I just would like to explain to you how I feel. Maybe then you can accept me. I love you just the way you are. I just want to be with you and cook & plant and laugh & love. I don't need the material things that you think I do. You are the only man who has ever gotten to the point of making me happy. (Not right at the moment because you won't accept my love or me) I just want to be with you. Cook for you and try to make you happy. You deserve to be happy. You being happy would make my life perfect. I know sometimes I write and I am so frustrated and mad- but not really. I just want you to believe me and you don't and that's very frustrating. Do you think this change is a lark. It isn't. It's exactly the life I wanted to have. You didn't give me much of a chance. I shouldn't have left. I guess maybe I just should have said no. But I was so hurt I didn't know what to do. And I believed you that you felt you couldn't get done what you needed to do with me. Although I didn't realize that I was making you unhappy. As far as what I brought I just wanted to look nice for you because home - chores I feel you are not attracted to me in that way, as a lover, not just a friend. But I thought that you would become attracted after our being together for a while. I feel I have let you down. And I am so sorry, can you give me another chance. It seems when I think back I guess I

Exhibit 35  
REQUEST #8

• did all the wrong things.

I finally got the book back from Jean. Should I still plan our trip or should I just forget it for good?  
I just want to be with you and try to make a life together. / Plan A/B/C any plan you want. I did the flowers you sent and they came out beautiful and I look at them every day and your picture.

I've been paralyzed as far as life is concerned. I just can't feel like anything but a failure - that I failed you. That you expected something I didn't provide. Please forgive me. ~~My life was such a sad failure~~  
until you came along.

I love you always  
just the way you are

Honey  
me -

PS I really  
don't need  
a nice maker!

DEFENDANT REQUEST NO: TWENTY (20), EXHIBIT NO: TWENTY-TWO (22).

**Patrick Lavelle**  
Attorney and Counselor at Law

---

25 East Park Ave. Suite #4  
DuBois, Pennsylvania 15801

Phone: 814-371-2232  
Fax: 814-371-4480  
Email: lavelleesq@verizon.net

May 2, 2006

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

Re: Kelleher v. Verruggio  
Case No. 238 – 2006 CD

Dear Mr. Verruggio,

I am in receipt of your most recent correspondence in which you propose an offer of settlement in the above captioned case. I must inform you that as of this date I have not been authorized by my client to enter into settlement negotiations in this matter.

That having been established, I would like to address some of the points that you have raised in your correspondence. Initially I would have to advise you that, in my opinion, any and all legal issues associated with the matter of the repossession and sale of the Ford Truck would have to be resolved with reference to Florida law, and therefore none of those issues would be relevant to the present case filed here in Pennsylvania. Both the repossession and the subsequent sale of the truck occurred in Florida. Further, the State of Florida recognized the right of Ms. Kelleher to repossess and sell the truck as evidenced by the issuance to Ms. Kelleher of a Florida Certificate of Title by the Motor Vehicle authorities of that State. It is my opinion that such recognition by the State of Florida could only be attacked in the face of evidence of fraud in the application for the Certificate of Title. In this case, Ms. Kelleher's application for a Florida Certificate of Title was accompanied by a copy of the Pennsylvania title listing her as the lien holder, and such lien holder status was confirmed by the investigation and certification provided to the Florida Bureau of Motor Vehicles by the Auto Theft Division of the Palm Beach County Sheriff's office. Obviously, under Florida law Ms. Kelleher, as the noted lien holder could repossess the vehicle when you failed to make the required payments on the truck. All of this evidence would argue strongly against any allegation of fraud on the part of Ms. Kelleher.

You seem to be asserting a legal right to recover the vehicle, in that you consistently refer to the repossession as a theft. Obviously the Palm Beach County Sheriff's office is satisfied that this incident was not criminal in nature, as the case is closed and they did not arrest Ms. Kelleher. Should you have a right

DEFENDANT  
EXHIBIT 22

to seek recovery under a civil theory, that right would have to be asserted and advanced in Florida for several reasons impacting on the court's jurisdiction. Additionally, Ms. Kelleher is entitled to seek a deficiency judgment against you, as the sale of the truck failed to satisfy your total indebtedness. Ms. Kelleher may have to assert that action in the Florida courts as her right to recover such deficiency would be governed by Florida law, although she may be able to assert her claim here in Pennsylvania through the application of Florida law if she so chooses. However, as I have stated, these issues present independent claims which are not relevant to the current action.

With regards to your personal property, you had been previously advised by Ms. Kelleher, by certified mail and otherwise, that she was holding your personal possessions for you to pick up at a specific address. You were also advised that you had a finite period of time in which to reclaim your property. At this point you may still be able to reclaim your personal property by contacting Ms. Kelleher and paying for any expenses she may have incurred with regards to the storage and maintenance of such property. Should you wish to proceed legally against Ms. Kelleher to recover your personal property, or otherwise seek damages for same, that claim would have to be asserted and advanced in Florida, and once again such claims would not be relevant to the current action.

With regards to the present action for partition, it should be noted that at this point the action refers only to the property at section 8A, Lot No. 50 in the Treasure Lake sub-division. This is the property which you conveyed to Ms. Kelleher and yourself as tenants in common by Deed dated August 22, 2005, which was recorded in Clearfield County at Instrument No. 200513431. Your correspondence seems to indicate that it is your position that Ms. Kelleher is not to be recognized as a tenant in common with respect to the subject property because she breached the agreement leading to the conveyance.

The law in Pennsylvania sets forth a general rule that would indicate that the rights of a person in real property are established with reference to the Deed, and without further reference to any preliminary agreement. Under the "doctrine of merger of title, a transfer of real property is consummated by the conveyance, i.e. the deed. The parties thereafter have no recourse to each other except for imposition or fraud or upon the covenants in the deed; the deed satisfies all covenants in the contract. In this case there were no reservations made in the deed which would impose post conveyance contingencies upon Ms. Kelleher's rights in the property. As to your title in the property, you presently have no greater rights in the property than those of Ms. Kelleher as evidenced by the Deed. The fact that you owned the property for seven years before the conveyance is of no import, as the grantor of the property retains no rights in the property after the conveyance save those specifically reserved in the deed. This deed has no such reservations.

DEFENDANT  
Exhibit 2a

Regarding your evidence of Ms. Kelleher's failure to provide additional funds to you as agreed, it is my understanding of your correspondence that your position is that the \$13, 200.00 that Ms. Kelleher gave to you was not for an interest in the property at Section 8A, Lot No. 50, but was partial performance of an agreement to provide you with money which was intended to allow you to make improvements to your property located at Lot 687, Cayman Landing, also in Treasure Lake Sub-division. This position is significant in that it would impact upon our position regarding the original complaint in this case, as well as our position regarding any potential settlement in this matter. I would appreciate it if you could clarify your position on this point, and advise me of such at your earliest convenience.

With regards to moving forward with this case, I would recommend that you engage legal counsel of your own. The legal issues raised in this case are somewhat complicated and you would benefit from such counsel. Absent that, I will await to hear from you with regards to my request for clarification. Upon receipt of same we may be able to move forward with settlement negotiations.

Sincerely,



Patrick Lavelle, Esq.  
Counsel to Julie Ann Kelleher.

DEFENDANT  
EXHIBIT 2d

DEFENDANT REQUEST NO: TWENTY-ONE (21), EXHIBIT NO: TWENTY-  
THREE (23).

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

Type of Case: CIVIL ACTION -  
PARTITION

No. 238-2006 CD

CHARLES M. VERRUGGIO

Defendant

Type of Pleading: Motion to  
Strike Defendant's Praeclipe for  
Default Judgment

Filed on Behalf of: PLAINTIFF

Filed By:

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

DEFENDANT  
EXHIBIT 23

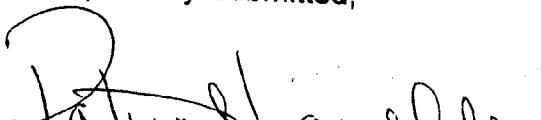
13. The defendant had previously been informed of that fact by plaintiff's counsel, and defendant subsequently filed and served a complaint in replevin against the plaintiff, seeking the return of the truck, and that action is presently pending in the courts of Palm Beach County, Florida.
14. The defendant's pleading may be seen as New Matter asserting a defense to the plaintiff's action for partition based upon a breach of an oral agreement.
15. Even if such were the case, the presence of a defense alone does not amount to the advancement of a claim upon which the court could grant relief.
16. The rights of the parties in an action for the partition of real property are determined by reference to the Deed effecting the conveyance.
17. Any pre-existing agreement leading to the conveyance merges with the Deed at the time of the conveyance.
18. Defendant has not averred the existence of any fraud which might have induced him to contract for and execute the conveyance of real property, nor has he produced any writing signed by and/or enforceable against the plaintiff evidencing the alleged agreement.
19. The defendant has not, in any manner set forth a claim against the plaintiff upon which the court could grant relief.
20. By way of speculation, the defendant could have mistaken his present filing for a Motion for Judgment on the Pleadings, however based on this filing the plaintiff should not be held to have assumed such a conclusion.

18. By way of speculation, the defendant could have mistaken his present filing for a Motion for Summary Judgment, however based on this filing the plaintiff should not be held to have assumed such a conclusion.

20. The defendant has not advanced any claim against the plaintiff, either through a complaint or a cognizable counter claim for which he may seek a default judgment.

WHEREFORE the plaintiff prays that this honorable court will strike the defendant's Praeclipe for the Entry of Default Judgment and all of its exhibits and attachments.

Respectfully Submitted,



Patrick Lavelle  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

EXHIBIT 2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 238-2006 CD

CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 1<sup>st</sup> day of June, 2006, I served a copy of the foregoing Petition to Withdraw Bench Warrant and Reinstate Bail, by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

DEFENDANT  
-EXHIBIT 23

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER

: NO. 06-238-CD

V.

CHARLES M. VERRUGGIO

**ORDER**

AND NOW, this 7<sup>th</sup> day of June, 2006, upon consideration of Defendant's Motion to Dismiss/Strike Plaintiff's Motion to Strike Defendant's Praecipe for Default Judgment, it is the ORDER of this Court that Defendant's Motion be and is hereby DENIED.

BY THE COURT,

*/s/ Paul E. Cherry*

PAUL E. CHERRY,  
JUDGE

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 08 2006

Attest.

*[Signature]*  
Prothonotary/  
Clerk of Courts

DEFENDANT  
Exhibit 23 -

13. The defendant had previously been informed of that fact by plaintiff's counsel, and defendant subsequently filed and served a complaint in replevin against the plaintiff, seeking the return of the truck, and that action is presently pending in the courts of Palm Beach County, Florida.

14. The defendant's pleading may be seen as New Matter asserting a defense to the plaintiff's action for partition based upon a breach of an oral agreement.

15. Even if such were the case, the presence of a defense alone does not amount to the advancement of a claim upon which the court could grant relief.

16. The rights of the parties in an action for the partition of real property are determined by reference to the Deed effecting the conveyance.

17. Any pre-existing agreement leading to the conveyance merges with the Deed at the time of the conveyance.

18. Defendant has not averred the existence of any fraud which might have induced him to contract for and execute the conveyance of real property, nor has he produced any writing signed by and/or enforceable against the plaintiff evidencing the alleged agreement.

19. The defendant has not, in any manner set forth a claim against the plaintiff upon which the court could grant relief.

20. By way of speculation, the defendant could have mistaken his present filing for a Motion for Judgment on the Pleadings, however based on this filing the plaintiff should not be held to have assumed such a conclusion.

18. By way of speculation, the defendant could have mistaken his present filing for a Motion for Summary Judgment, however based on this filing the plaintiff should not be held to have assumed such a conclusion.

20. The defendant has not advanced any claim against the plaintiff, either through a complaint or a cognizable counter claim for which he may seek a default judgment.

WHEREFORE the plaintiff prays that this honorable court will strike the defendant's Praeclipe for the Entry of Default Judgment and all of its exhibits and attachments.

Respectfully Submitted,



Patrick Lavelle  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

EXHIBIT 2

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 238-2006 CD

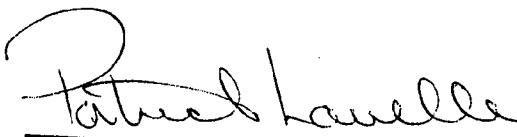
CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 1<sup>st</sup> day of June, 2006, I served a copy of the foregoing Petition to Withdraw Bench Warrant and Reinstate Bail, by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

DEFENDANT  
EXHIBIT 23

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER

NO. 06-238-CD

V.

CHARLES M. VERRUGGIO

**ORDER**

AND NOW, this 7<sup>th</sup> day of June, 2006, upon consideration of Defendant's Motion to Dismiss/Strike Plaintiff's Motion to Strike Defendant's Praecipe for Default Judgment, it is the ORDER of this Court that Defendant's Motion be and is hereby DENIED.

BY THE COURT,

*/s/ Paul E. Cherry*

PAUL E. CHERRY,  
JUDGE

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

JUN 08 2006

Attest.

*John E. Cherry*  
Prothonotary/  
Clerk of Courts

DEFENDANT  
EXHIBIT 23 -  
[REDACTED]

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

vs

CASE NO: 06-2002-CD

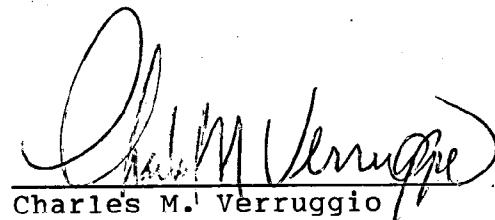
CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I hereby certify that I am this day serving a copy of the foregoing instrument: Interrogatories Propounded to Plaintiff, upon the person and in the manner indicated below, which service satisfies the requirements of the Pa.R.C.P. by depositing the same in the U.S. Mail with first class postage prepaid as follows:  
[Request for Production of Documents and Things and Request for Admissions also served this day indicated below].

Patrick Lavelle  
25 East Park Avenue  
Suite 4  
DuBois, PA 15801

  
Charles M. Verruggio

Dated: the 22 day of May, 2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

JULIE ANN KELLEHER

:

VS.

: NO. 06-2002-CD

CHARLES M. VERRUGGIO

:

O R D E R

AND NOW, this 20th day of August, 2007, following argument, it is the ORDER of this Court that Plaintiff provide to Defendant answers to Production of Documents Nos. 1, 3, 4, 6, 7, 8, 9 and 10 within ten (10) days from this date.

Further, both parties shall file briefs with this Court within thirty (30) days from this date.

BY THE COURT,

Paul E. Cleary  
Judge

FILED

013062007  
AUG 21 2007

William A. Shaw  
Prothonotary/Clerk of Courts

2CC Atty Lavelle

2CC Def. - 8168 Treasure Lake  
DeBois, PA 15801

(6)

**FILED**

**AUG 21 2007**

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 8/21/07

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER  
Plaintiff

v.

CHARLES M. VERRUGGIO  
Defendant

Type of Case: CIVIL  
D6-2002-CD

No. 2002-2006 CD

Type of Pleading:  
CERTIFICATE OF SERVICE

Filed on Behalf of: PLAINTIFF

Filed By:

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

FILED  
mho:05764  
AUG 28 2007  
M

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 2002-2006 CD

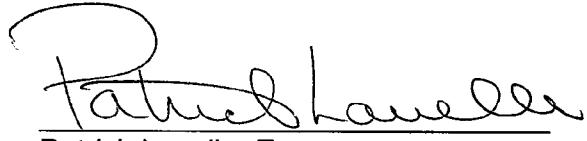
CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 28<sup>th</sup> day of August, 2007, I served a copy of the foregoing Response to the Defendant's Request for Production of Documents by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER  
Plaintiff

**Type of Case:** CIVIL

v.

**No.** 2002-2006 CD

CHARLES M. VERRUGGIO  
Defendant

**Type of Pleading:** RESPONSE  
TO REQUEST FOR  
PRODUCTION OF  
DOCUMENTS

**Filed on Behalf of:** PLAINTIFF

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 2002-2006 CD

CHARLES M. VERRUGGIO

Defendant

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

AND NOW comes the plaintiff, JULIE ANN KELLEHER, by and through her attorney, PATRICK LAVELLE, ESQ., and submits the following responses and documents in this case pursuant to the ORDER of the Court in this case issued on August 21<sup>st</sup>, 2007.

1. See attached Invoice/Receipt from Murray Ford of DuBois, PA. dated August 12, 2005.
3. See attached Notarized document regarding the subject vehicle indicating the acknowledgment of a lien in favor of the plaintiff in the amount of \$28,000.00 dated September 29, 2005, bearing the signature of the defendant.
4. Plaintiff hereby incorporates her response to paragraph No. 3 above, the same as if set forth fully herein.

6(a). Plaintiff has no responsive documents; the vehicle was NOT repossessed in Pennsylvania.

6(b). See attached Photocopy of Pennsylvania Certificate of Title No. 58400842002 VE.

6(c). Plaintiff has no responsive documents; the vehicle was NOT repossessed in Pennsylvania.

6(d). Plaintiff has no documents that are responsive to this request.

6(e). Plaintiff has no documents that are responsive to this request.

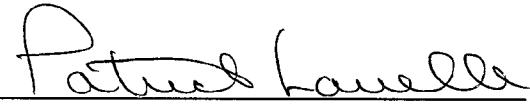
7. See attached letter dated December 12, 2005 addressed to the defendant c/o his sister, Joan Latessa, Boynton Beach, Fla.

8. Plaintiff has no documents that are responsive to this request. The named affidavit was completed by the defendant and provided to the Palm Beach County Sheriff's Department, in whose possession the affidavit remains.

9. Plaintiff hereby incorporates her response to paragraph No. 6(b) above, the same as if set forth fully herein.

10. See Enclosed Florida Application for Certificate of Title, dated 10 February 2006, and photocopy of Florida Certificate of Title No. 95142179, issued to plaintiff on 10 February 2006 for the subject vehicle.

Respectfully Submitted,

  
\_\_\_\_\_  
Patrick Lavelle, Esq.  
Counsel for the Plaintiff

## MURRAYS FORD-LINCOLN-MERCURY

3007 BLINKER PARKWAY

DU BOIS, PA 15801

PHONE: 814-371-6600

WWW.MURRAYSDEBOIS.COM

DEAL # 00137057

TRUCKS



PURCHASER'S NAME	CHARLES VERRUGGIO		SOC. SEC. NO.	DATE 08/12/05
PURCHASER'S ADDRESS	868 TREASURE LAKE		D/O/B 02/05/46	RESIDENCE PHONE (610) 733-4538
CITY, STATE & ZIP	DU BOIS	PA 15801	LIC. NO. YCJ2942	BUSINESS PHONE
VEHICLE BEING PURCHASED			CASH DELIVERED PRICE OF VEHICLE \$ 27,900 00	
PLEASE ENTER MY ORDER <input checked="" type="checkbox"/> USED <input type="checkbox"/> TRUCK FOR THE FOLLOWING: <input type="checkbox"/> DEMO			STOCK NO. 0042141A	
YEAR 2003	MAKE FORD	MILEAGE 26370	ADDITIONAL EQUIPMENT (Options) \$	
MODEL OR SERIES F-350 SD	BODY TYPE CREW CAB			
COLOR RED	TRIM 3E			
M. S. I. OR SER. NO. 1FTSW31S33EB59420	ENG. TYPE			
TO BE DELIVERED ON OR ABOUT 08/12/05	SALESMAN DONALD C. WIL			
IF A NEW VEHICLE SALE... The only warranties applying to this vehicle are those offered by the manufacturer.				
IF USED VEHICLE SALE-CHECK APPROPRIATE BOX				
<input type="checkbox"/> AS IS: this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. OR <input checked="" type="checkbox"/> The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made a part of this order form.				
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY				
The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.				
USED VEHICLE TRADED-IN AND/OR OTHER CREDIT				
YEAR 1996	MAKE OF TRADE-IN FORD	MILEAGE 150 000	DAIRYLAND INS	
MODEL OR SERIES F-150	BODY TYPE RCAB		PA360003315	
COLOR GREEN	TRIM			
M. S. I. OR SER. NO. 1FTEF14N7TLB14628	ENG. TYPE			
Balance Owed To FORD CREDIT	BOX 17948		N/A	
Address: GREENVILLE SC 29606				
Used Trade-In Allowance	\$ 5,328.30		Cash Price of Vehicle & Accessories \$ 27,900.00	
Balance Owed on Trade-In	4,303.60		STATE AND LOCAL TAXES (If any) 1,354.30	
Net Allowance on Used Trade-In	\$ 1,024.70		Documentary Fee 38.00	
Deposit or Credit Balance	28,303.60		License, License Transfer, Title, Registration Fee 36.00	
Cash With Order	\$ N/A		TOTAL PRICE OF UNIT \$ 29,328.30	
TOTAL CREDIT (Transfer to Right Column)	\$ 29,328.30		TOTAL CREDIT ( TRANSFERRED FROM LEFT COLUMN ) \$ 29,328.30	
MEMO:				
UNPAID CASH BALANCE DUE ON DELIVERY \$				

Purchaser agrees that his Order on the face and reverse side hereof and any attachments hereto includes all the terms and conditions, that this Order cancels or supersedes any prior agreements and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matter covered hereby, and that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order. IF A DOCUMENTARY FEE OR PREPARATION CHARGE IS MADE, YOU HAVE A RIGHT TO A WRITTEN ITEMIZED PRICE FOR EACH SPECIFIC SERVICE PERFORMED. Dealers may not charge customers for services which are paid for by the manufacturer.

Accepted By: 08/12/05 MURRAYS FORD INC.

Date Dealer or His Authorized Representative

08/12/05 X

Date

Purchaser's Signature

"THANK YOU - WE APPRECIATE YOUR BUSINESS"

RETAIL ORDER FOR A MOTOR VEHICLE

THE INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

September 29, 2005

Re: Vin #1FTSW31S33EB59420

To Whom It May Concern:

This is to certify that a lien in the amount of \$28,000.00 has recorded in favor of Julie Ann Kelleher, 1131 Gulf Stream Way, Singer Island, Fla. 33404.

Chet W. Vengro

Luis A. Jordan

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Luis A. Jordan, Notary Public  
Sandy Twp., Clearfield County  
My Commission Expires Oct. 18, 2008  
Member, Pennsylvania Association Of Notaries

# COMMONWEALTH OF PENNSYLVANIA

## CERTIFICATE OF TITLE FOR A VEHICLE

VEHICLE IDENTIFICATION NUMBER

1ST OWNER'S STATE

2002 FORD

SATURDAY, 2002, YE

TK

1

SEAT/CAP

1ST TITLE STATE

10/18/05

ODOM. PROD. DATE

024,770

ODOM. MILES

ODOM. STATUS

10/15/03

10/18/05

6,266

5,780

DATE PARTLED

DATE OF ISSUE

UNLADEN WEIGHT

OWNER

TITLE BRANDS

REGISTERED OWNER(S)

CHARLES VERRUGGIO  
260 TREASURE LK  
OU ROTS PA 15801

ODOMETER STATUS  
D = ACTUAL MILEAGE  
1 = MILEAGE EXCEEDS THE MECHANICAL LIMITS  
2 = NOT THE ACTUAL MILEAGE  
3 = NOT THE ACTUAL MILEAGE, ODOMETER TAMPERED/VERIFIED  
4 = EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS  
A = AUTOMOBILE  
B = MARINE VEHICLE  
C = AIRCRAFT VEHICLE  
D = MOTOR CYCLE  
E = PERSONAL MOVED CHASSIS  
F = DISTRIBUTION  
G = AGRICULTURAL VEHICLE  
H = LOGGING VEHICLE  
I = AIRCRAFT VEHICLE  
J = POLICE VEHICLE  
K = RECREATIONAL  
L = OTHER PROD  
M = RECOVERED THEFT VEHICLE  
N = VEHICLE CONTAINS RECYCLED VEHICLE PARTS  
O = VEHICLE PARTS

1ST LIEN FAVOR OF

JULIE ANN KELLEHER

SECOND LIEN FAVOR OF

1ST LIEN RELEASED

DATE

SECOND LIEN RELEASED

DATE

BY \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

BY \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

JULIE ANN KELLEHER  
111 GULF STREAM WAY  
SINGER ISLAND FL 33404



PENNDOT

As of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

ALLEN D. BIEHLER

Secretary of Transportation

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

I, (check if less than 18 years old) my spouse is (check) and you were the title to the vehicle as (check) joint tenants with right of survivorship (On death of one owner, title goes to surviving owner). CHECK HERE ( ) OTHERWISE, the title will be issued as (check) tenants in common (On death of one or both owners, title goes to the other joint owners).

1ST LIEN DATE  IF NO LIEN CHECK

1ST LIENHOLDER

STREET

CITY

STATE

2ND LIEN DATE  IF NO LIEN CHECK

2ND LIENHOLDER

STREET

CITY

STATE

3RD LIEN DATE  IF NO LIEN CHECK

3RD LIENHOLDER

STREET

CITY

STATE

### D. APPLICATION FOR TITLE AND LIEN INFORMATION

SIGNATURE AND SIGN

NO. DAY YEAR

SIGNATURE OF PERSON AUTHENTICATING DATE

SIGNATURE OF PERSON AUTHENTIC

(TYPE OR PRINT) Certificate of Title must be submitted within 20 days, unless the purchaser is a registered dealer holding the vehicle for resale.

**WARNING - FEDERAL AND STATE LAWS REQUIRE THAT YOU STATE THE MILEAGE (ODOMETER READING) IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**

## IMPORTANT NOTICE

Please be advised that in lieu of notarization on this form, verification of a person's signature by an issuing agent who is licensed as a vehicle dealer by the Pennsylvania State Board of Vehicle Manufacturers, Dealers and Salespersons, or its employee is acceptable. The signature and printed name of the issuing agent or the issuing agent's employee, date of verification, the issuing agent/licensed dealership's dealer identification number (DIN) and business name, must be listed in the space provided for notarization. Vehicle seller and purchaser must sign only in the presence of an officer empowered to administer oaths or an authorized agent as identified above.

<b>A</b>		<b>ASSIGNMENT OF TITLE</b> - Registered dealers must complete forms MV27A or MV27B as required by law. If purchaser is NOT a registered dealer, Section D on the front of this form must be completed.	
<b>STATEMENT</b>		<b>STATEMENT</b>	
I/We certify to the best of my/our knowledge that the odometer reading is <input checked="" type="checkbox"/> TENTSIS <input type="checkbox"/> miles and reflects the actual mileage of the vehicle.		PURCHASER OR FULL BUSINESS NAME CO-PURCHASER	
unless one of the following boxes is checked:		STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR DIN	
<input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> Is NOT the actual mileage. <input type="checkbox"/> WARNING: Odometer discrepancy.		PURCHASER SIGNATURE	
I/We further certify that the vehicle is free of any encumbrance and that ownership is hereby transferred to the person(s) or the dealer listed.		CO-PURCHASER SIGNATURE	
SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY. YEAR		PURCHASER SIGNATURE	
SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE	
SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE		SIGNATURE OF SELLER	
If purchaser listed in Block A is NOT a registered dealer Section D on the front of this form must be completed.		SIGNATURE OF CO-SELLER	
<b>B</b>		<b>RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	
<b>STATEMENT</b>		<b>STATEMENT</b>	
I/We certify to the best of my/our knowledge that the odometer reading is <input checked="" type="checkbox"/> TENTSIS <input type="checkbox"/> miles and reflects the actual mileage of the vehicle.		PURCHASER OR FULL BUSINESS NAME CO-PURCHASER	
unless one of the following boxes is checked:		STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR DIN	
<input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> Is NOT the actual mileage. <input type="checkbox"/> WARNING: Odometer discrepancy.		PURCHASER SIGNATURE	
I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.		CO-PURCHASER SIGNATURE	
SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY. YEAR		PURCHASER SIGNATURE	
SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE	
SELLER AND/OR CO-SELLER MUST HANDPRINT NAME HERE		SIGNATURE OF SELLER	
If purchaser is NOT a registered dealer Section D on the front of this form must be completed.		SIGNATURE OF CO-SELLER	
<b>C</b>		<b>RE-ASSIGNMENT OF TITLE BY REGISTERED DEALER</b>	
<b>STATEMENT</b>		<b>STATEMENT</b>	
I/We certify to the best of my/our knowledge that the odometer reading is <input checked="" type="checkbox"/> TENTSIS <input type="checkbox"/> miles and reflects the actual mileage of the vehicle.		PURCHASER OR FULL BUSINESS NAME CO-PURCHASER	
unless one of the following boxes is checked:		STREET ADDRESS CITY STATE ZIP PURCHASE PRICE OR DIN	
<input type="checkbox"/> Reflects the amount of mileage in excess of its mechanical limits. <input type="checkbox"/> Is NOT the actual mileage. <input type="checkbox"/> WARNING: Odometer discrepancy.		PURCHASER SIGNATURE	
I/We further certify that the vehicle is free of any encumbrance and that the ownership is hereby transferred to the person(s) or the dealer listed.		CO-PURCHASER SIGNATURE	
SUBSCRIBED AND SWORN TO BEFORE ME: MO. DAY. YEAR		PURCHASER SIGNATURE	
SIGNATURE OF PERSON ADMINISTERING OATH		CO-PURCHASER SIGNATURE	
SELLER AND/OR CO-PURCHASER MUST HANDPRINT NAME HERE		SIGNATURE OF SELLER	
If purchaser is NOT a registered dealer Section D on the front of this form must be completed.		SIGNATURE OF CO-SELLER	

DEC 12 2005

MR CHARLES M VERRUGGIO  
C/O MS. JOAN LATESSA  
4134 MISSION BELL DRIVE  
BOYNTON BEACH FL 33436

CHARLIE:

BECAUSE YOU ARE IN DEFALT ON THE LOAN FOR THE 2003 FORD TRUCK (VIN# 1FTSW31S33EB59420) I HAVE EXCELERATED THE LOAN AND REPOSSSED THE TRUCK. YOU MAY REDEEM THE TRUCK FOR FULL PAYMENT WITHIN 15 DAYS. I'LL HOLD YOUR PERSONAL PROPERTY SAFE FOR 30 DAYS. YOU CAN REDEEM YOUR PERSONAL BELONGINGS BY GIVING ME NOTICE AND REASONABLE ACCOMODATION TO TIME AND PLACE.

IT IS ALSO MY INTENTION TO SEEK PARTION OF THE REAL PROPERTY INTEREST CREATED IN PENNSYLVANIA. I AM WILLING TO CONVEY BY DEED MY INTEREST BACK TO YOU FOR FULL PAYMENT AND EXPENSES.

JULIE ANN KELLEHER

COUNTY AGY# SUB# REPORT#

6	3	FAJ	1787
AUDIT #			



STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

TRANSACTION ID'S

L# 1061074  
T# 447996315  
B# 592171

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #			YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC		
95142179	1FTSW31S33EB59420			2003	FORD	TK	RED	6288			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	HULL MATERIAL	PROPELLION	FUEL	VESSEL USE	VESSEL TYPE	WATER	FL NUMBER			
02 10 06	OUT										
Applicant/Owner's Name & Address JULIE A KELLEHER 1131 GULFSTREAM WAY WEST PALM BEACH, FL 33404-2734								BIRTHDATE SEX MO. DAY YEAR	RESIDENT Y N ALIEN	CNTY RES.#	
								F 09 11 46	X	6	
1st OWNER FL/DL# OR F.E.I.D. #								2nd OWNER FL/DL# OR UNIT #			
K460421468310											
VOLUNTARY CONTRIBUTIONS								AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
								4.75	29.00	0.00	33.75
Brands:											
Action Requested: ORIG USED TITLE											
PREV. STATE PA	DATE ACQUIRED 02/08/2006	NEW	USED XX	ODOMETER / VESSEL MANUFACTURER 33,720 MILES 02/08/2006 ACTUAL				<input type="checkbox"/> ODOMETER DECLARATION CERTIFICATION			
LIEN INFORMATION				DATE OF LIEN	RECEIPT DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH			DMV ACCOUNT #		
NAME OF FIRST LIENHOLDER:				VEHICLE USE PRIVATE SALVAGE TYPE							
ADDRESS											
SELLER INFORMATION											
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER											
ADDRESS											
DEALER LICENSE NO.				CONSUMER OR SALES TAX EXEMPTION #							
SALES TAX AND USE REPORT											
TRANSFER OF TITLE IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED		<input type="checkbox"/> PURCHASER HOLDS VALID EXEMPTION CERTIFICATE		<input type="checkbox"/> VEHICLE / VESSEL WILL BE USED EXCLUSIVELY FOR RENTAL		INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY \$ UNPAID BALANCE DUE SELLER, BANK OR OTHERS					
						INDICATE SALES OR USE TAX DUE AS PROVIDED BY \$ CHAPTER 212, FLORIDA STATUTES					
						0.00					
<input type="checkbox"/> SELLING PRICE VERIFIED											
<input checked="" type="checkbox"/> OTHER		OTHER									
APPLICANT CERTIFICATION											
I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.											
I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.											
I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.											
I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE.											
I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.											
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.											
Signature of Applicant/Owner					Signature of Applicant/Co-Owner						

844-2823

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 312.0128.03, FLORIDA STATUTES, THE OWNER OF THE VEHICLE

ON VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER'S NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED

FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER: 1FTSM31533E6842D      TR: 2003      MAKE: FORD      MODEL: B288      VESSEL REGIS. NO.: 854217B      TITLE NUMBER: 854217B

PREV. STATE: FL      COLOR: WHITE      PRIMARY BRAND: FORD      SECUNDARY BRAND:      NO. OF BRANDS: 1      MUL. MATERIAL: PVC      PWT: USE: DATE OF ISSUE: 02/10/2008

MANUFACTURER OR PH. USE: 320015-02/08/2008 ACTUAL

REGISTERED OWNER: JULIE A KELLEHER, 1311 GULFSTREAM WAY, WEST PALM BEACH, FL 33462-2304

NEW RELEASE: INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED BY: BY:

TITLE: DATE:

VOID IF ALTERED

DEPARTMENT OF MOTOR VEHICLES

AND MOTOR VEHICLES

EXECUTIVE DIRECTOR

FRED C. WICKINSON, III

Address: 1100 N. BROADWAY

In (check)      Calling Pcs: 5

In (check)      Calling Pcs: 6

In (check)      Calling Pcs: 7

In (check)      Calling Pcs: 8

In (check)      Calling Pcs: 9

In (check)      Calling Pcs: 10

In (check)      Calling Pcs: 11

In (check)      Calling Pcs: 12

In (check)      Calling Pcs: 13

In (check)      Calling Pcs: 14

In (check)      Calling Pcs: 15

In (check)      Calling Pcs: 16

In (check)      Calling Pcs: 17

In (check)      Calling Pcs: 18

In (check)      Calling Pcs: 19

In (check)      Calling Pcs: 20

In (check)      Calling Pcs: 21

In (check)      Calling Pcs: 22

In (check)      Calling Pcs: 23

In (check)      Calling Pcs: 24

In (check)      Calling Pcs: 25

STATE OF FLORIDA

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES	
FLORIDA	
DEPARTMENT OF MOTOR VEHICLES	
AND MOTOR VEHICLES	
EXECUTIVE DIRECTOR	
FRED C. WICKINSON, III	
Address: 1100 N. BROADWAY	
In (check)      Calling Pcs: 5	
In (check)      Calling Pcs: 6	
In (check)      Calling Pcs: 7	
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In (check)      Calling Pcs: 9	
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In (check)      Calling Pcs: 13	
In (check)      Calling Pcs: 14	
In (check)      Calling Pcs: 15	
In (check)      Calling Pcs: 16	
In (check)      Calling Pcs: 17	
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In (check)      Calling Pcs: 19	
In (check)      Calling Pcs: 20	
In (check)      Calling Pcs: 21	
In (check)      Calling Pcs: 22	
In (check)      Calling Pcs: 23	
In (check)      Calling Pcs: 24	
In (check)      Calling Pcs: 25	

VEHICLE IDENTIFICATION NUMBER: 1FTSM31533E6842D      DATE OF ISSUE: 02/10/2008

VEHICLE DESCRIPTION: 2003 FORD B288

VEHICLE USE: PERSONAL

VEHICLE COLOR: WHITE

VEHICLE MANUFACTURER: 320015

VEHICLE MODEL: 02/08/2008 ACTUAL

REGISTERED OWNER:

JULIE A KELLEHER

1311 GULFSTREAM WAY

WEST PALM BEACH, FL 33462-2304

TITLE NUMBER: 854217B

DATE OF ISSUE: 02/10/2008

PREVIOUS OWNER:

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DATE OF ISSUE: 02/10/2008

PREVIOUS OWNER:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

*COPY*

JULIE ANN KELLEHER, : No. 06 238-CD  
Plaintiff, : No. 06-2002-CD  
v. : No. 07-305-CD  
CHARLES M. VERRUGGIO, :  
Defendant :  
:

OPINION

Julie Ann Kelleher (hereafter Plaintiff) and Charles M. Verruggio (hereafter Defendant) have been platonic friends in excess of forty years. Plaintiff and Defendant have known each other since they were in high school together. Their friendship experienced a renaissance following a high school reunion. Following this reunion, the Plaintiff and the Defendant corresponded via phone and mail regarding their plans to travel the United States and Mexico. They labeled their discussions regarding these plans a "Planned Personal Relationship Agreement" (hereafter Planned Relationship). At some point, the Planned Relationship ceased to move forward as intended.

The Plaintiff filed two actions in this Court. The action filed to Docket number 2006-238-CD is an action for Partition of Real Property. The second action, filed to Docket number 2006-2002-CD is an action for Deficiency Judgment. The Defendant filed an action to Docket number 2007-305-CD, wherein he is the Plaintiff and Ms. Kelleher is the Defendant. It is an action in Breach of Contract. This Court will decide all three cases in this Opinion as they all stem from the same factual base, the Planned Relationship between the Plaintiff and the Defendant. Additionally, even though the Defendant is correctly the Plaintiff in 2007-305-CD,

FILED (60)  
812 09 2008

APR 18 2008

1cc Amy Lavelle  
1cc Verruggio  
868 Treasure Lake  
DuBois, PA 15801  
Orig. to  
06/238-CD  
William A. Shaw  
Prothonotary/Clerk of Courts  
1cc Law Library  
1cc J. Mikesell

he will be referred to as Defendant for consistency and clarity throughout this Opinion. This Court will handle each case in turn below.

The first action, filed to Docket number 2006-238-CD, involves the partition of real property located at Lot No. 8A, Section 50, of the Treasure Lake subdivision in Sandy Township, Clearfield County, Pennsylvania (hereafter Treasure Lake Property). The Defendant transferred the Treasure Lake Property to himself and the Plaintiff as tenants in common by deed dated August 22, 2005 and recorded in the Office of the Register and Recorder of Deeds of Clearfield County on August 24, 2005 at Instrument Number 200513431. The Plaintiff filed this Action for Partition alleging that the Planned Relationship had failed to develop and she no longer wished to own the Treasure Lake Property. The parties do not agree regarding the circumstances surrounding the transfer of the Treasure Lake Property. The Plaintiff gave the Defendant a total of \$13,250.00 in four equal payments of \$3312.50. That fact is undisputed. The Defendant alleges that the checks were not given for the Treasure Lake Property. He maintains that the checks had in the memo line "for use at lot 687 Cayman Landing." Defendant's Answer to Complaint for Partition and Sale of Real Property ¶ 4. The Defendant in his voluminous filings to this case puts forth a theory that the Plaintiff was giving him money pursuant to a letter he wrote to Plaintiff wherein he laid out the Planned Relationship and the funding that they would need to travel. This, and other correspondence he received from the Plaintiff, form the crux of his primary defense to both cases filed by the Plaintiff that the Plaintiff breached the Planned Relationship. Neither Plaintiff nor Defendant deny that the Planned Relationship never developed to the point where they began traveling. However, even if the checks do say "for use at 687 Cayman Landing" in the memo line and were given for the purpose

of fixing up the Defendant's Cayman Landing property, that fact is not relevant to this Action nor is there any "breach" of the Planned Relationship.

The Pennsylvania Superior Court has held that "absent any allegation/proof of fraud, accident, or mistake, the estate drawn in the recorded deed is *prima facie* evidence of intent of a tenancy in common." *Moore v. Miller*, 910 A.2d 704, 709 (Pa.Super. 2006) citations omitted. In *Moore*, one co-tenant paid the entire purchase price for the subject property. Subsequently, the co-tenant, who paid the purchase price, died, and the living co-tenant sued for his half of the subject property. The *Moore Court* overturned in holding that even though George Moore had not paid any monies toward the purchase price, that "a reading of the entire deed is consistent with an interpretation that the grantees intended to have the title conveyed to them without reservation, reversion, or forfeiture." *Id.* Further, "[u]nder such circumstances, we cannot construe the conveyance to be limited in any way, and surely not to divest Appellant of his right, title, and interest creating an estate of tenancy in common documented by the recorded deed evidencing such a fact." *Id.*

Here, a thorough reading of the Deed between the Defendant and the Defendant and the Plaintiff reveals that the Deed does not contain any reservations, reversions, or forfeitures. See Plaintiff's Exhibit B. Further, "[i]n absence of fraud, accident or mistake, parol evidence is inadmissible to vary or limit the scope of a deed's express covenants and the nature and quantity of the interest conveyed must be ascertained by the instrument itself and cannot be orally shown." *Id.* at 708 citations omitted.

Finally, "in construing a deed, as in the case of a will, it is not what the parties may have intended by the language used but what is the meaning of the words." *Id.* The Defendant may have meant something else when he deeded his property to himself and the Plaintiff. However,

because the Defendant did not allege fraud, accident, or mistake this Court is precluded from examining any parol evidence. Therefore, because the Deed is clear on its face and does not contain any reservations, the parties are co-tenants, and the Treasure Lake Property, Lot No. 8A, Section 50, should be partitioned.

The second Action filed to Docket number 2006-2002-CD is a deficiency action filed by the Plaintiff. The matter giving rise to this complaint is the repossession and subsequent sale of a 2003 Ford Truck (hereafter Truck) bearing Vehicle Identification Number (VIN) 1FTSW31S33EB59420.

The Plaintiff purchased the Truck for the Defendant on August 12, 2005 at Murrays Lincoln-Ford-Mercury. The amount the Plaintiff provided to the Defendant for purchase of the Truck was \$28,303.60. On October 18, 2005, the Commonwealth of Pennsylvania issued a Certificate of Title, Title Number 58400842002 that listed the Defendant as the owner, and noting the Plaintiff as the first Lien Holder. However, the Pennsylvania Certificate of Title does not list the amount of the lien. Therefore, the Defendant also indicated his intention to grant said lien to the Plaintiff to secure an amount of \$28,000.00, in a signed and notarized writing dated September 29, 2005 and provided said writing to the Plaintiff. The Defendant did not make any payments to the Plaintiff. The Plaintiff repossessed the Truck on or around December 7, 2005 from the temporary residence of the Defendant in the State of Florida. On December 12, 2005, the Plaintiff provided the Defendant the statutorily required notice of the repossession of the vehicle, and notice that the Defendant had a right to redeem his interest in the Truck within a fifteen day period. This notice was delivered to the Defendant at his temporary Florida address, and he signed acknowledging receipt of same on December 14, 2005. The Defendant failed to redeem his interest in the Truck. Instead, he falsely reported it stolen to the Palm Beach County

Sheriff's office. The Palm Beach Sheriff's office ascertained that the Truck had been lawfully repossessed by the Plaintiff and not stolen as the Defendant reported. On February 10, 2006, following receipt of the Sheriff's office certification, the Florida Bureau of Motor Vehicles issued a Florida title for the Truck, Title Number 9514217B, listing the Plaintiff as the owner. The Plaintiff, having had no response from the Defendant, sold the Truck on February 23, 2006 to Classic Auto Brokers, Inc. in West Palm Beach, Florida for \$18,000. The Plaintiff avers that the sale happened in a commercially reasonable manner.

The relevant Pennsylvania Statutes provide "the buyer may have the reasonable value of the motor vehicle at the time of resale, determined in any action or proceeding brought by the seller or holder to recover the deficiency, the resale price being *prima facie*, but not conclusive evidence, of such reasonable value and the said reasonable value, as determined, or the resale price, whichever shall be higher, shall be credited to the buyer on account of his indebtedness." 69 P.S. 627. The Defendant does not raise any objection to the value received for the Truck and therefore, because it is *prima facie* evidence of the Truck's reasonable value, this Court therefore accepts it as fair market value.

Again, the Defendant has filed a voluminous response to the Plaintiff's Complaint. The Defendant's Answer focuses primarily tangential issues. Specifically, the Defendant spends a considerable amount of time discussing his belief that the Plaintiff stole the Truck and the mental health issues he believes Plaintiff suffers from. The Defendant wishes the Court to order the Plaintiff to submit to a mental evaluation. This Court will not address the Defendant's belief that the Plaintiff stole the Truck as the repossession was examined in Florida and found to be valid and lawful. Nor will the Court address the alleged mental health issues as they are completely irrelevant to this Action. The only pertinent defense the Defendant raises is that he paid half of

the original purchase price of the Truck. He claims that when he got the lien notarized that he "returned to Murray Ford and requested the notary to place the encumbrance on subject vehicle. However, instead of the correct amount, or \$14,151.80, the Plaintiff's interest in the subject vehicle, the notary inadvertently put \$28,000." Defendant's Answer Objection to Complaint for Deficiency Judgment ¶ 6(b). However, the lien is, in fact, in the amount of \$28,000.

Additionally, the Defendant attaches as his Exhibit 3 a draft that shows the Plaintiff as the payor of \$28,303.60 to payee Don Williams on August 10, 2005. The draft went directly from the Plaintiff's account at Legg Mason to Murray Ford, the Defendant did not even see the draft before it was received by Murray Ford. The Defendant does not attach any proof that he did pay half of the purchase price. The Defendant did trade in a vehicle for which he received a trade in allowance of \$5,328.30. However, he had an outstanding loan for the trade in vehicle in the amount of \$4,303.60 so that the net value of his trade in was \$1,024.70. The lynchpin of the Defendant's proof that he paid half of the purchase price is a letter he purportedly wrote to the Plaintiff outlining his finances and setting forth the amount of money he believed would be necessary travel throughout the United States and Mexico. However, even if a letter that is not authenticated and not contractual in nature could be examined as evidence, it does not say anywhere within it that the Defendant would pay \$14,000 towards the purchase of this Truck.

The relevant Pennsylvania Statute provides that "[i]f the proceeds of the resale ...are not sufficient to defray the expenses thereof, the expenses of retaking and storing the motor vehicle to which the seller or holder may be entitled and the net balance due upon the contract, plus the amount of any accrued default charges authorized by this act, the seller or holder may recover the deficiency from the buyer or from any one who has succeeded to the obligations of the buyer.

69 P.S. 627. Therefore, the Defendant is responsible for the full amount of the lien less the

\$18,000 that the Plaintiff received for the Truck plus any expenses that the Plaintiff expended in retaking and storing the Truck. The Plaintiff credibly established that she incurred expenses in the amount of \$176.21 in preparing the vehicle for resale, getting the Florida title, and for postage associated with this transaction. See Plaintiff's Exhibit 11. Therefore, the Defendant is responsible for the balance due on the lien, \$10,000, plus the expenses incurred in preparing the vehicle for resale, \$176.21, for a total of \$10,176.21 due from the Defendant to the Plaintiff.

Defendant also raises the issue of personal property that he had in the Truck at the time it was repossessed. The Plaintiff attempted to contact the Defendant so that he could arrange to retrieve his personal property. The Plaintiff notified the Defendant via certified mail that she was holding his personal property and gave him the amount of time required under the relevant Florida statutes to reclaim his possessions. The Defendant failed to contact the Plaintiff and at this point, if he wished to assert any claims attacking the validity of the repossession and the disposition of his personal property he would need to assert that claim in Florida as the repossession was governed by Florida law. Indeed, the Defendant has sued the Plaintiff in the State of Florida relative this repossession.

Finally, in the case filed to Docket number 2007-305-CD, the Defendant in his Complaint-Assumpsit/Breach of Contract Agreement alleges that the Plaintiff breached their Planned Personal Relationship Investment Proposal Agreement, the Planned Relationship, and such breach has resulted in \$31,461.02 in damages.

Preliminarily, this Court will note “[a]lthough this Court is willing to liberally construe materials filed by a *pro se* litigant, *pro se* status confers no special benefit upon the appellant. To the contrary, any person choosing to represent himself in a legal proceeding must, to a reasonable extent, assume that his lack of expertise and legal training will be his undoing.”

*Wilkins v. Marsico*, 903 A.2d 1281, 1284-5 (Pa.Super. 2006) citations omitted. Here, the Defendant's brief is rife with defects, however, this Court can determine that his chief complaint is a breach of the Planned Relationship. Defendant also returns to the "illegal" removing of the repossessed vehicle from his sister's property. Again, this Court will not address that issue here, as it was determined in Florida to be a lawful repossession. Finally, as in *Wilkins*, the Defendant fails to make any cogent legal argument and does not cite any legal authority in support of his breach of contract claim.

The Defendant alleges a breach of the Planned Relationship by way of repeating his version of the facts ad infinitum and hearsay. Additionally, in support of his claim, the Defendant submitted his handwritten proposal. Defendant's Exhibit 2. This letter, however, fails to establish that there is a valid contract. Nothing in the letter offered by the Defendant evidences a signature or acknowledgment by the Plaintiff. The writing, at best, amounts to an offer. In fact, the Defendant himself calls it an "offer" and "proposal" in the course of the letter. Defendant's Exhibit 2. The Pennsylvania Superior Court has held "[i]t is black letter law that in order to form an enforceable contract, there must be an offer, acceptance, consideration or *mutual meeting of the minds.*" *Nevyas v. Morgan*, 921 A.2d 8, 15 (Pa.Super. 2007) citations omitted. Since, Defendant's Exhibit 2 amounts to a mere proposal and the Defendant is unable to produce a written contract, this Court will treat this as an oral contract.

In determining "whether an agreement is enforceable, we must examine whether both parties have manifested an intent to be bound by the terms of the agreement, whether the terms are sufficiently definite, and whether consideration existed." *Johnston the Florist, Inc. v. TEDCO Const. Corp.*, 657 A.2d 511, 516 (Pa.Super. 1995) citations omitted. Further, "in the case of a disputed oral contract, what was said and done by the parties, as well as what was

intended by what was said and done by the parties, are questions of fact to be resolved by the trier of fact, in this instance the trial court.” *Id.* citations omitted. Finally, “[t]he burden is on the plaintiff to prove by a preponderance of the evidence the existence of the contract to which the defendant is a party.” *Id.* citations omitted. Here, the Defendant does not even satisfactorily prove that a valid oral contract was extant. He refers to the plans that he and the Plaintiff discussed to travel the country as the “Planned Personal Relationship Investment Proposal Agreement.” However, he fails to show that this was anything more than the Plaintiff and the Defendant making plans to go traveling together. Further, the Defendant demands in excess of \$31,000 for the Plaintiff’s alleged breach of the Planned Relationship, which would lead to the absurd result of the Plaintiff paying the Defendant a large sum of money for having discussed with Defendant their shared desire to travel the United States and Mexico together. If this Court were to hold that discussing dream vacations through phone conversations and written correspondence resulted in an enforceable contract binding the parties then nearly everyone would unwittingly expose themselves to liability to be sued when those plans did not come to fruition. Therefore, because the Defendant has failed to establish that the parties had a valid contract, this Court will not even proceed to examine if the agreement is enforceable. As such, Defendant’s Complaint must be dismissed.

**ORDER**

NOW, this 16<sup>th</sup> day of April, it is the Order of this Court that the real property located at Lot No. 8A, Section 50, of the Treasure Lake subdivision in Sandy Township, Clearfield be partitioned. Further, the Defendant is HEREBY ORDERED to pay the Plaintiff \$10,176.21 which represents the balance due on the Defendant's indebtedness, plus the costs of repossession, storage and resale of the vehicle. Finally, the Defendant's Breach of Contract claim filed to Docket number 2007-305-CD is HEREBY DISMISSED with prejudice.

BY THE COURT:

**/s/ Paul E. Cherry**

---

PAUL E. CHERRY  
Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

APR 18 2008

Attest.

*William E. Cherry*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER : NO. 06-238-CD  
: 06-2002-CD  
V. : 07-305-CD  
:   
CHARLES M. VERRUGGIO :

ORDER

AND NOW, this 5<sup>th</sup> day of June, 2008, the Court inadvertently having failed to address the Counterclaim filed by Plaintiff in its Opinion dated April 16, 2008, it is the ORDER of this Court that the Counterclaim submitted by Plaintiff with regard to Defendant's breach of contract claim at 07-305-CD shall be and is hereby GRANTED. Defendant shall be responsible for payment to Plaintiff in the amount of \$13,250.00.

BY THE COURT,

/s/ Paul E. Cherry

PAUL E. CHERRY,  
JUDGE

I hereby certify this to be a true and attested copy of the original statement filed in this case.

JUN 06 2008

Attest.

*William A. Shaw*  
Prothonotary/  
Clerk of Courts

FILED Orig. to 06-238-CD  
06/11/2008

JUN 06 2008

cc Atty Lavelle

William A. Shaw  
Prothonotary/Clerk of Courts

(64)

cc Verruggio

**FILED**

JUN 06 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 6/6/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER  
Plaintiff

v.

CHARLES M. VERRUGGIO  
Defendant

Type of Case: CIVIL

No. 238-2006-CD  
305-2007-CD  
2002-2006-CD

06-238-CD  
07-305-CD  
06-2002-CD

Type of Pleading: Petition to  
Stay Tax Sale

Filed on Behalf of: PLAINTIFF

Filed By:

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

*W.A. Shaw*  
FILED 1CC  
M 11/29/2008 Atty. Lavelle  
AUG 29 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
On g. to  
ole-238-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

CHARLES M. VERRUGGIO

Defendant

**Type of Case:** CIVIL ACTION  
PARTITION

**No. 06 - 238 CD**  
06 - 2002 CD  
07 - 305 CD

**Type of Pleading:** Motion to Set  
the Matter for Preliminary  
Conference, and Appointment of  
Master

**Filed on Behalf of:** PLAINTIFF

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

FILED 1CC  
CMV 31st Sept 2008  
SEP 08 2008  
B64  
William A. Shaw  
Prothonotary/Clerk of Courts  
Orig. to OLR-238-CD

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

JULIE ANN KELLEHER

v.

CHARLES M. VERRUGGIO

No. 238-2006-CD 06-238-CD  
305-2007-CD 07-305-CD  
2002-2006-CD 06-2002-CD

ORDER

TO CLEARFIELD COUNTY TAX CLAIM BUREAU:

AND NOW, this day 2<sup>nd</sup> of September, 2008, it is hereby Ordered  
and Decreed that the sale of the subject property by the Clearfield County Tax  
Claim Bureau is hereby stayed pending a final Order of the Court with regards to  
the Plaintiff's Action for Partition.

BY THE COURT,

/s/ Paul E. Cherry

I hereby certify this to be a true  
and attested copy of the original  
document filed in this case.

FILED

03/4/08  
SEP 03 2008

cc  
Atty Lavelle

William A. Shaw Orig. to 06-238-CD  
Prothonotary/Clerk of Courts

(60)

SEP 03 2008

Attest,

William A. Shaw  
Prothonotary/  
Clerk of Courts

**FILED**

SEP 03 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/3/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

FILED

SEP 10 2008

11:30 AM

William A. Shaw  
Prothonotary/Clerk of Courts

CERT TO APP

NOTICE TO

DEBT.

JULIE ANN KELLEHER

Plaintiff

v.

Type of Case: CIVIL ACTION

PARTITION

No. 06 - 2002 CD

CHARLES M. VERRUGGIO

Defendant

Type of Pleading: Praeclipe to  
Enter Judgment

Filed on Behalf of: PLAINTIFF

Filed By:

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**No. 06 – 2002 CD**

CHARLES M. VERRUGGIO

Defendant

PRAECIPE TO ENTER JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment on the Verdict in favor of the Plaintiff in the above captioned case in the amount of \$10,176.21. The Verdict is contained in the Order of the Court filed on April 18, 2008 (See *copy attached and marked as Exhibits 1*).

RESPECTFULLY SUBMITTED



Patrick Lavelle, Esq.  
Counsel for the Plaintiff

**ORDER**

NOW, this 16<sup>th</sup> day of April, it is the Order of this Court that the real property located at Lot No. 8A, Section 50, of the Treasure Lake subdivision in Sandy Township, Clearfield be partitioned. Further, the Defendant is HEREBY ORDERED to pay the Plaintiff \$10,176.21 which represents the balance due on the Defendant's indebtedness, plus the costs of repossession, storage and resale of the vehicle. Finally, the Defendant's Breach of Contract claim filed to Docket number 2007-305-CD is HEREBY DISMISSED with prejudice.

BY THE COURT:

*/s/ Paul E. Cherry*

---

PAUL E. CHERRY  
Judge

I hereby certify this to be a true and attested copy of the original statement filed in this case.

APR 18 2008

Attest.

*William E. Cherry*  
Prothonotary/  
Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 06 – 2002 CD

CHARLES M. VERRUGGIO

Defendant

CERTIFICATE OF SERVICE

I, PATRICK LAVELLE, ESQ., by my signature appearing below, do hereby certify that on the 9<sup>th</sup> day of September, 2008, I served a copy of the foregoing Praecipe to Enter Judgment, by mailing same via first class mail, postage prepaid to the following:

Charles M. Verruggio  
868 Treasure Lake  
DuBois, PA. 15801

  
\_\_\_\_\_  
Patrick Lavelle, Esq.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**Type of Case:** CIVIL ACTION  
PARTITION

**No. 06 - 2002CD**

CHARLES M. VERRUGGIO

Defendant

**Type of Pleading:** Notice of  
Judgment

**Filed on Behalf of:** PLAINTIFF

**Filed By:**

PATRICK LAVELLE, ESQ  
PA ID# 85537  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
(814) 371-2232  
(814) 371-4480 (Fax)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

**No. 06 – 2002 CD**

CHARLES M. VERRUGGIO

Defendant

**NOTICE OF JUDGMENT**

Notice is given that a judgment in the above captioned matter has been entered against you.

If you have any questions concerning the above, please contact:

Attorney Patrick Lavelle, Esq.  
25 East Park Ave.  
Suite #4  
DuBois, PA. 15801  
Ph. (814) 371-2232

---

PROTHONOTARY

**ORDER**

NOW, this 16<sup>th</sup> day of April, it is the Order of this Court that the real property located at Lot No. 8A, Section 50, of the Treasure Lake subdivision in Sandy Township, Clearfield be partitioned. Further, the Defendant is HEREBY ORDERED to pay the Plaintiff \$10,176.21 which represents the balance due on the Defendant's indebtedness, plus the costs of repossession, storage and resale of the vehicle. Finally, the Defendant's Breach of Contract claim filed to Docket number 2007-305-CD is HEREBY DISMISSED with prejudice.

BY THE COURT:

*/s/ Paul E. Cherry*

---

**PAUL E. CHERRY**  
Judge

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

APR 18 2008

Attest.

*William L. Cherry*  
Prothonotary/  
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

JULIE ANN KELLEHER

Plaintiff

v.

No. 06 - 238 CD  
06 - 2002 CD  
07 - 305 CD

CHARLES M. VERRUGGIO

Defendant

ORDER

AND NOW this 9<sup>th</sup> day of September 2008, it is hereby

ORDERED and DECREED that the Plaintiff's Motion to Set the Matter for a Preliminary Conference is GRANTED. The parties are hereby Ordered to appear for a Preliminary Conference pursuant to Pa. R.C.P. 1558 on the 22<sup>nd</sup> day of October, 2008 in Courtroom No. 2 of the Clearfield County Courthouse. 9:00 A.M.

BY THE COURT

/s/ Paul E. Cherry

FILED <sup>3cc</sup>  
09/30/08  
Atty Lawelle  
SEP 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts  
Orig. to 06-238-CD

I hereby certify this to be a true and attested copy of the original statement filed in this case.

SEP 10 2008

Attest.

William A. Shaw  
Prothonotary/  
Clerk of Courts

**FILED**

SEP 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 9/10/08

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions: